

**IN THE UNITED STATES DISTRICT COURT,
DISTRICT OF NEW JERSEY**

Henry Zeigerson	:	
	:	
Plaintiff,	:	
	:	
Vs.	:	Docket No. 2:22-cv-1521
	:	
Kean University.	:	JURY TRIAL DEMANDED
Defendant	:	CIVIL ACTION-LAW
	:	

VERIFIED COMPLAINT

Plaintiff by and through their undersigned attorneys, brings this Complaint against the above-named Defendants, agents, and successors in office, to safeguard her rights under the United States Constitution, State and Federal law, and in support thereof alleges the following:

PRELIMINARY STATEMENT

1. Plaintiff Henry Zeigerson is a transgender student who attends college at Kean University.¹
2. By way of brief background: a group of students violently attacked Ms. Zeigerson on or around December 9, 2021. This, notably, included a student breaking Ms. Zeigerson's nose and giving her a concussion.

¹ Though Ms. Zeigerson is assigned male at birth, and still goes by her legal birth name, it is important to note that Ms. Zeigerson is a transgender woman. Thus, they/them pronouns are preferred, together with she/her pronouns. To the greatest extent possible, undersigned counsel will use they/them pronouns when referring to the Plaintiff.

3. On or around February 18, 2022, Ms. Zeigerson participated in a Title IX interview with the University. Here, the University conducted the Title IX interview in response to several complaints Ms. Zeigerson made against the University for sex, gender, and transgender discrimination. Part of Ms. Zeigerson's allegations include the assault, which, based on information and belief, was predicated on Ms. Zeigerson's gender identity. Additionally, Ms. Zeigerson has alleged that the way that the University handled the assault was biased against the Plaintiff and was prejudicially influenced based on its animus toward transgender persons.
4. The University is ejecting Ms. Zeigerson from their dorm in response to a student assaulting Ms. Zeigerson.
5. Additionally, the timing of the University's decision to eject Ms. Zeigerson is suspect, as the University made this decision in the middle of the Title IX process, which specifically named various staff who are involved in the disciplinary investigation surrounding the assault. It is notable that more than 75 days later, the University is using the incident as pretext for removing Ms. Zeigerson from dorm life.
6. More specifically, on February 23, 2022, the Defendant informed Ms. Zeigerson by letter that the Defendant is ejecting them from their dorm, effective February 25.
7. Though Ms. Zeigerson made a good-faith effort to resolve the issue outside of litigation, including abiding by the University's appeal process, the University is still expelling them from their student housing as the consequence of being assaulted and because they initiated the Title IX process.²

² Note that while there are criminal charges pending against the assailant in this matter, there are no criminal charges against Ms. Zeigerson, as they did nothing wrong in this instance.

JURISDICTION AND VENUE

8. This court has jurisdiction under 28 U.S.C. §1331, as the causes of action contained herein invoke federal question jurisdiction, as Plaintiff brings claims arising under federal law.
9. This court has supplemental jurisdiction over Ms. Zeigerson's state claims pursuant to 28 U.S.C. § 1337.
10. Venue for this action properly lies in this Judicial District pursuant to 28 U.S.C. §1391(b) because the events that give rise to the claims in this action occurred in this District.

PARTIES

Plaintiffs:

11. Plaintiff Ms. Henry Zeigerson (*hereinafter*, the "Plaintiff") is an adult individual with a legal address at 174 Thousand Oaks Drive, Atlantic Highlands, New Jersey 07716.

Defendant:

12. The Defendant Kean University's (*hereinafter*, the "Defendant") is a public university believed to be doing business at 1000 Morris Avenue, Union, NJ 07083.

FACTUAL ALLEGATIONS

13. In October 2021, English professor, John Carillo, subjected Ms. Zeigerson to invidious treatment based on their gender identity and transgender status. Here, the professor said

that they will be sharing opinions that are hostile to transgender and other LGBT students. In response to this remark, Ms. Zeigerson raised their hand and shared that they are an ally in to queer/LGBT students. Additionally, Ms. Zeigerson affirmed that they are a member of the LGBT community. After the professor learned this information, the professor repeatedly harassed and ridiculed Ms. Zeigerson in class. For example, he threatened to fail Ms. Zeigerson in response to this information. In fact, the professor would announce to the class that he was going to fail Ms. Zeigerson. In addition, the professor would speak condescendingly toward Ms. Zeigerson whenever the two of them would interact. Such interactions clearly evidenced an animus toward Ms. Zeigerson based on their LGBT identity. In addition, the professor refused to provide Ms. Zeigerson with quiz materials as he did for every other student in the course. The professor also threw Ms. Zeigerson out of class. Furthermore, the professor has made unconsented contact with Ms. Zeigerson. Here, the professor intentionally placed his hand on Ms. Zeigerson's shoulder in effort to show dominance. The professor, additionally, refused to provide Ms. Zeigerson with any support, nor would he respond to Ms. Zeigerson's emails with answers to their questions after learning that they are a member of the LGBT community.

14. On December 9, 2021, a gang of students at the University accosted the Plaintiff and their girlfriend, while they were walking back to their dorms. More specifically, the University permitted the students to loiter on the campus pedestrian walkway (the "Cougar Walk") late at night. As reported by several witnesses, these students are known to harass other students at the University. On the evening of December 9, 2021, one of the students is believed to have made homophobic/transphobic comments to the

Plaintiff--calling them a “faggot” and commenting on the fact that the Plaintiff was walking with their girlfriend.³

15. To escape the gang of students, Ms. Zeigerson fled to the dorm building. Upon entering the dormitory vestibule, Plaintiff asked the security guard to call 9-1-1 and asked for help. The security guard refused to offer Plaintiff any help, whatsoever.
16. Subsequently, the ringleader of the gang, Cameron, pushed his body threateningly into Plaintiff’s person. During this same interaction, Cameron made threatening remarks to the Plaintiff.
17. At no point during this build up, did the security guard deescalate the situation. Instead, the security guard allowed the situation to worsen.
18. After the security guard allowed the situation to grow more tense, Cameron violently assaulted the Plaintiff.
19. The security guard sat and watched Cameron beat the Plaintiff to a pulp. This encounter was recorded by surveillance cameras.
20. Only after the security guard permitted Cameron to complete the attack, did the security guard approach the students. By that point, Cameron had broken Plaintiff’s nose and gave them a concussion.
21. As a direct result of assaulting Plaintiff, Cameron is presently facing criminal charges in municipal court.
22. On December 13, 2021, the University’s Director of Residential Services, Mr. Punit Patel, sent the Plaintiff a letter inviting the Plaintiff to a meeting, which the University calls a Community Standards Conference. (*See Annex “A.”*). At no point did this letter indicate this Community Standards Conference was a hearing. (*Id.*).

³ For context, while Ms. Zeigerson is a transgender woman, they have a girlfriend who was assigned female at birth.

23. On December 16, 2021, the University convened the Community Standards Conference meeting with Plaintiff and Mr. Patel. During this meeting, Mr. Patel was hostile toward Plaintiff. Here, Mr. Patel yelled at and spoke condescendingly toward Plaintiff because the Plaintiff was crying. The Conference was then ended, due to Mr. Patel's hostility. More specifically, Mr. Patel ended the conference because he did not tolerate the Plaintiff's crying, which, based on information and belief, did not square with Mr. Patel's ideal of how the Plaintiff should express their gender.
24. Then, on January 11, 2022, Mr. Patel sent a letter to the Plaintiff, inviting them to a second, Community Standards Conference. (Annex "B."). Notably, this letter did not state this Community Standards Conference was a hearing. (*Id.*).
25. On January 13, 2022, the University convened a second Community Standards Conference meeting to discuss the assault. At the beginning of that conference, Mr. Patel yelled at Plaintiff and degraded, humiliated, offended, and taunted Plaintiff. The purpose of the conference was to gain information. However, Mr. Patel spent the conference abusing Plaintiff. In fact, Mr. Patel started the conference by telling Plaintiff that there "isn't going to be any crying" this time--an apparent slight based on Plaintiff's non-gender-conforming presentation. Because Mr. Patel spent the conference yelling at Plaintiff, the conference was again ended.
26. On January 14, 2022, the University sent an email to the Plaintiff, inviting them to what the University called a Disciplinary Conference. Notably, this email did refer to this Disciplinary Conference as a hearing. (Annex "C."). The email indicated that the Plaintiff would be meeting with the administrator and that Plaintiff was to provide the

administrator with an incident report form. (*Id.*). Here, this Disciplinary Conference was clearly a meeting to discuss the incident.

27. Then, on January 20, 2022, the University convened a third meeting, the Disciplinary Conference, which was to be conducted by University employee, Ms. Nicole Burlington-Rodriguez. In advance of the meeting, the University informed Plaintiff that they could bring a witness to the meeting. (*Id.*). However, Ms. Burlington-Rodriguez then told Plaintiff that they could not have witnesses present.⁴ To accommodate her last-minute request to forgo the procedural rules, Plaintiff excused the Plaintiff's witnesses. Despite Plaintiff accommodating the request, Ms. Burlington-Rodriguez refused to meet with Plaintiff. Then, Ms. Burlington-Rodriguez abruptly ended the meeting.

28. Subsequently, on January 31, 2022, the University invited Mr. Zeigerson to a fourth meeting. The letter, confusingly, calls the meeting both a Disciplinary **Conference** and Community Standards **Conference**. (Annex "D."). In other words, the University seems to use the terms interchangeably, even though the Student Handbook indicates that the terms have different meanings.⁵

29. It should be noted that the Student Handbook specifically uses the term Community Standards Hearing when describing the hearing process. (Annex "E., at 19).

⁴ Here, it should be noted that this conference was an informal meeting and not a hearing. While the University, per its notice, provided that witnesses could attend, this conference was not a hearing. Rather, this was a meeting to investigate *what happened* before the University took any further steps.

⁵ The Student Handbook does not clearly define these terms. However, the Student Handbook describes the Disciplinary Conference as a meeting to discuss the incident report form. (Annex "E," at 21). On the other hand, the Student Handbook vaguely describes the Community Standards Hearing, offering a confusing and diffuse explanation of the process. (*Id.* at 20-22). In fact, the Handbook discusses hearing officers presiding over the hearings. (*Id.* at 23). At no point did the Plaintiff appear before any hearing officers, nor did the University identify any of the interviewing staff at these conferences as such. Rather, the University explained to the Plaintiff that the interviewer was simply there to gather information as part of the investigation. More to the point, it is notable that it uses the word hearing to mean hearing and the word conference to mean conference or a meeting.

Conspicuously, the Student Handbook distinguishes between the words “conference” and “hearing.” In fact, during the Community Standards process, the University uses conferences during the initial investigation to gather information. These “Conference(s) will be scheduled to obtain a written statement . . .” (*Id.* at 20). Subsequently, after obtaining this information, the University may convene a Community Standards hearing. (*Id.*). The University went out of its way to use the term conference when it meant a meeting to gather information and the word hearing for an actual hearing. (*Id.*). These are two, distinct events per the Handbook.⁶

30. Finally, on February 3, 2022, the Plaintiff attended a fourth meeting that the University convened. Again, the University referred to this meeting as both a Disciplinary Conference and a Community Standards Conference. (Annex D, 1-2). At that Conference, the Plaintiff provided basic information to the University about what had happened during the December 9 assault. Again, this was the fourth conference. Yet, the University continued to harass Ms. Zeigerson by convening unnecessary conferences and seeking redundant information.
31. Again, per the University's letters and Handbooks, none of these conferences were a hearing. These were simply conferences, which were intended to gather information.
32. The University employee who ran the fourth conference intentionally and repeatedly forced the Plaintiff to watch the December 9 beating, which only inflicted further emotional distress on the Plaintiff. Here, the University played the scene over and over, and in slow motion. The University, perversely, forced the Plaintiff to watch this video, with the apparent objective of causing the Plaintiff emotional distress.

⁶ The Handbook’s diffuse description of the meeting process is unclear and confusing. However, the University does spell out the difference between the hearing and the conferences. (Annex “E.” 19-22).

33. Curiously, at the February 3 conference, the University presented Ms. Zeigerson with belated allegations that Ms. Zeigerson called the other student the N-word. The University also made vague references to Ms. Zeigerson being under the influence of drugs or alcohol. Neither of these belated allegations have been substantiated to date. More to the point, Ms. Zeigerson denies both of these allegations and is shocked by the last-minute nature of these specious claims. Nowhere on any incident report given prior to meetings are either of these facts notated.

34. On around February 18, Ms. Zeigerson made report of ongoing transgender-based discrimination through the University's Title IX process. This complaint included, *inter alia*, the fact that the assault was likely motivated by Ms. Zeigerson's gender identification, comments made by University staff during these meetings, which pertained to Ms. Zeigerson's gender presentation. In addition, the report included Mr. Patel's remark about Ms. Zeigerson crying, signifying the trope of *boys don't cry* and how Ms. Zeigerson's crying did not square with Mr. Patel's expectations for how Ms. Zeigerson should express their gender. Here, the Plaintiff reported that Mr. Patel harasses the Plaintiff for crying during the December 16 meeting.

35. The University found that Ms. Zeigerson was responsible for several code of conduct violations, which the University now seeks to use as pretext to remove them from school.

36. First, the University states that Ms. Zeigerson is responsible for the assault. This defies reason, as Ms. Zeigerson is the victim of a violent beating. Again, as a result of this beating, the other student broke Ms. Zeigerson's nose and gave them a concussion. Nonetheless, the University is blaming Ms. Zeigerson for the assault. As such, the University found them responsible for an "altercation."

37. Second, the University found, without any evidence, that the other student was called the N-word by Ms. Zeigerson. Curiously, the first time the University raised this allegation was on January 14, which is five weeks after the assault. The initial statement given by the student on December 9 conveniently omitted this allegation. Additionally, the statements given by his coassailents are bereft of any reference to the N-word. The University presents no additional evidence in support of this claim and merely states it *ipse dixit*.

38. Finally, the University vaguely intimates that Ms. Zeigerson was under the influence of drugs or alcohol. Conspicuously, the University never explains the allegation nor does it provide evidence in support of the same.

39. Following these unsubstantiated and unsupported findings, the University has ejected Ms. Zeigerson from their student housing.

40. The timing of this move renders it suspect. First, the assault happened on December 9, 2021. Though initially the University temporarily removed Ms. Zeigerson from the dorm, it allowed Ms. Zeigerson to return on or around January 14, 2022. Since returning to the dorms, the University has not alleged that Ms. Zeigerson was involved in any disruptive behavior or physical altercations. It, therefore stands to reason that the University cannot feel that there is a threat from Ms. Zeigerson, as they allowed them to continuously reside in the dorms without incident. Second, the decision is suspect, as the University is making this decision in response to Ms. Zeigerson filing a Title IX complaint.

41. On February 23--immediately following Ms. Zeigerson participating in the Title IX complaint process--the University sent a letter to Ms. Zeigerson, stating that it was

removing them from the dorms. Here, the University informed Ms. Zeigerson that it is removing them from the dorms effective February 25. (Annex "F.")

42. Per the University's protocol, Ms. Zeigerson timely appealed the notice on February 25, 2022.

43. Though Ms. Zeigerson timely appealed the University's decision, the University is still refusing to allow them to return to the student housing during the appeal process.

44. Though Ms. Zeigerson has made a good-faith effort to work with the University through its appeal process, it refuses to cooperate with them. Again, Ms. Zeigerson timely submitted an appeal notice to the University on February 25, 2022. Since Ms. Zeigerson has provided this appeal notice, the University has yet to respond. Furthermore, the University has not provided guidance on next steps, hearings, or meetings with the University to further discuss the appeal. In fact, both Ms. Zeigerson and undersigned counsel have requested that the University provide information about the appeal process and have requested to set up a hearing. The University refuses to respond to any of these requests.

45. Ms. Zeigerson is now staying in Atlantic Highlands, which is over an hour away from the campus. Ms. Zeigerson does not have a car and now has to rely on their mother to transport them back and forth to class. This has caused a substantial detriment to Ms. Zeigerson. Here, the University's removal has disrupted Ms. Zeigerson's study schedule; interfered with their ability to participate in extracurricular activities; and, they have missed class. Furthermore, the University is denying Ms. Zeigerson access to their student housing, which is a typical and integral part of the college experience.

46. Ms. Zeigerson firmly believes that the University is denying them the benefits of their program based on the fact that they are transgender.

47. Furthermore, the University is excluding Ms. Zeigerson because they are transgender and because they asserted their rights via the Title IX process.

48. As a direct and proximate result of the the University's discrimination from campus life and student housing, it has caused Ms. Zeigerson financial loss. Ms. Zeigerson has paid money to the University for student housing and for a room that Ms. Zeigerson cannot use.

49. To make matters worse, the Defendant is retaining the room and board deposit. By retaining the deposit, the University is being unjustly enriched at the Plaintiff's detriment.

50. Based on the Defendant's illegal retention of the benefit in the form of the room and board payment, together with breaching their Contract, discriminating, retaliating, and violating Ms. Zeigerson's civil liberties, they are suffering damages as set forth in the below paragraphs.

COUNT 1
SEX AND GENDER DISCRIMINATION IN VIOLATION OF TITLE IX
Ms. Zeigerson v. Kean University

51. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

- a. Title IX, provides that “[n]o person . . . shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” 20 U.S.C. § 1681.

- b. Based on information and belief, the University is a federal funds recipient.

- c. At all times relevant, Ms. Zeigerson has been a student who was eligible to attend the University. Furthermore, at all times relevant, the Plaintiff attended the University. Specifically, the Plaintiff attended the University from August 2021 until the date of filing, and continues to attend the University.
- d. Ms. Zeigerson is a transgender woman who attends the Defendant University.
- e. As a transgender woman and a student at the University, the Plaintiff is entitled to attend school absent sex- and gender-based discrimination.
- f. The University discriminated against the Plaintiff when the University was deliberately indifferent to safeguarding the Plaintiff from severe, pervasive, and objectively offensive harassment that it effectively barred the victim's access to an educational opportunity or benefit.
- g. What is more, the discrimination included conduct under both the Clery Act and the Violence Against Women Act. 20 U.S.C. § 1092; 42 U.S.C. § 136. *See also* 34 CFR §106.30.
- h. In October 2021, English professor, John Carillo, subjected the Plaintiff to invidious treatment based on their gender identity. Here, the professor said that they will be sharing opinions that are hostile to transgender and other LGBT students. In response to this remark, Ms. Zeigerson raised their hand and shared that they are an ally in to LGBT/queer students. Additionally, Ms. Zeigerson affirmed that they are a member of the LGBT community. After the professor learned this information, the professor repeatedly, harassed and ridiculed Ms.

Zeigerson in class. For example, he threatened to fail Ms. Zeigerson in response to this information. In fact, the professor would announce to the class that he was going to fail Ms. Zeigerson. In addition, the professor would speak condescendingly toward Ms. Zeigerson whenever the two of them would interact. Such interactions clearly evidenced an animus toward me based on their LGBT identity. In addition, the professor refused to provide Ms. Zeigerson with quiz materials as they did for every other student. The professor also threw Ms. Zeigerson out of class. Furthermore, the professor has made unconsented contact with Ms. Zeigerson. Here, the professor intentionally placed his hand on Ms. Zeigerson's shoulder in effort to show dominance. The professor, additionally, refused to provide Ms. Zeigerson with any support nor would he respond to Ms. Zeigerson's emails with answers to their questions after learning that they are a member of the LGBT community.

- i. The University allowed male, cis-gender students to harass the Plaintiff based on their transgender identity. In December 2021, while on the campus walk, these students verbally harassed the Plaintiff. One of the students is believed to have made homophobic/transphobic comments to the Plaintiff-calling them a “faggot” and commenting on the fact that the Plaintiff was walking with their girlfriend. These students then chased/stalked the Plaintiff into the dorm building. After the male students chased/stalked the Plaintiff into the building, one of the students violently assaulted the Plaintiff. During the entire attack, the security guard sat and watched the student beat the Plaintiff to a pulp.

- j. Based on information and belief, the assault was motivated by transgender animus. Furthermore, based on information and belief, the security guard harbors transphobic beliefs and allowed the student to violently assault the Plaintiff.
- k. The other student broke the Plaintiff's nose and gave them a concussion.
- l. On December 16, 2021, the University convened a Community Standards Conference with the Plaintiff and Mr. Punit Patel, an employee of the University who is believed to be in charge of the residence life at the University. The University convened this Conference as an informal interview to find out what had happened during the attack. Based on information and belief, Mr. Patel's hostile treatment was motivated by the Plaintiff's gender presentation. Here, during the meeting, Mr. Patel yelled at and spoke condescendingly toward the Plaintiff, based on the Plaintiff's gender presentation.
- m. On January 13, 2022, the University convened a second Community Standards Conference to discuss the assault. At the beginning of that conference, Mr. Patel yelled at the Plaintiff and degraded, humiliated, offended, and taunted them. During this conference, Mr. Patel displayed his hostility toward transgender students by barking at the Plaintiff, that there "isn't going to be any crying" this time--an apparent slight based on the Plaintiff's non-gender-conforming presentation.
- n. Finally, on February 3, 2022, the Plaintiff attended a fourth Community Standards Conference/Disciplinary Conference that the University convened. The University employee who ran the conference intentionally and repeatedly forced the Plaintiff to watch the December 9 beating, which only further triggered them. Here, the

University played the scene over and over, and in slow motion. The University, perversely, forced the Plaintiff to watch this video, with the apparent objective of inflicting emotional distress. Here, the University staff tormented a transgender student by forcing them to watch the beating repeatedly. Based on this conduct, it is safe to conclude that the staff enjoyed seeing the transgender student relive the trauma of repeatedly watching the assault.

- o. On that same date, following the meeting, and after the Plaintiff put the University on notice that they were seeking a Title IX investigation, did the University take the affirmative step to eject the Plaintiff from student housing. In other words, the University is excluding the Plaintiff from student housing as a transgender student who sought to use the Title IX process.

52. The University's deliberate indifference to the ongoing sex- and gender-based discrimination has denied the Plaintiff the benefits of their education. Notably, this includes access to student housing and student life. As such, the University's conduct is the direct and proximate cause of the Plaintiff's damages.

53. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

COUNT 2
RETALIATION UNDER TITLE IX
Ms. Zeigerson v. Kean University

54. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

55. The University retaliated against the Plaintiff for utilizing the University's Title IX review process. More specifically:

- a. **Protected Activity:** Plaintiff had engaged in a protected activity when they participated in the University's reporting and investigation process wherein they reported the English professor, students who assaulted them, and the staff who subjected the Plaintiff to invidious treatment on the basis of their transgender identity during the conferences during January and February 2022. The Plaintiff, around February 18 requested that the University initiate the Title IX investigation process. (This investigation process is ongoing as of the date of filing).
- b. **Adverse Action:** In response to Plaintiff's participation in the Title IX process, the University took direct action, which "might have dissuaded a reasonable worker from making or supporting a charge of discrimination" – see *Burlington Northern & Santa Fe Railway Co. v. White*, 548 U.S. 53, 68 (2006). Here, the University ejected the Plaintiff from their student housing in direct response to participating in the Title IX process.
- c. **Causation:** But for the Plaintiff participating in the Title IX process, the University would not have ejected them from the dorms. In other words, the Plaintiff's participation was the *sine qua non* of the University's need to retaliate by ejecting the Plaintiff from their student housing.

56. The retaliation has chilled the Plaintiff's ability to freely and fairly participate in their education and the Title IX investigation process. In fact, Ms. Zeigerson reports that they are now fearful that the University will further retaliate against them simply because they initiated the Title IX process.

57. The retaliation is directly excluding the Plaintiff from participating in University life, their education, and student housing.

58. The retaliation is the direct source of the Plaintiff's damages, which includes a loss of tuition/room and board money.

59. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

COUNT 3
42 U.S.C. § 1983

Ms. Zeigerson v. Kean University

60. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

61. Plaintiff alleges that the University deprived her of the rights and privileges secured to her by the Fourteenth Amendment by subjecting her to state-created danger, due process, and equal protection of the law.

62. Based on information and belief, the University is a federal funds recipient and is a state actor.

63. The Defendants abridged the Plaintiff's rights under the Fourteenth Amendment by subjecting them to state-created danger, due process, and equal protection of the law when:

a. The Defendants denied the Plaintiff an actual Title IX investigation process; when the Defendant failed to afford the Plaintiff with an actual disciplinary process during the four conferences it convened; when the University informed the Plaintiff they could have witnesses present, but, then, ended the conference after the Plaintiff brought their witnesses (the University refused to allow Plaintiff's witnesses to be present); and when it ejected the Plaintiff from student housing without a hearing.

b. When the University subjected the Plaintiff to state-created danger. Here, (i) Defendants acted in willful disregard of the safety of Plaintiff by permitting students to subject Plaintiff to Clery Act violence, which included allowing students to violently assault a transgender student, while the security guard sat and watched. (ii) There existed a special relationship between the state and the Plaintiff such that Plaintiff was "a foreseeable victim of the defendant's acts," and as a "member of a discrete class of persons subjected to the potential harm brought about by the state's actions," as opposed to a member of the public in general. (iii) The state actor used its authority to create an opportunity for harm to occur that would not otherwise have existed. (iv) The harm ultimately caused was

foreseeable and fairly direct. (v). As a direct and proximate result of Defendants' conduct, Plaintiff was forced to suffer from the assault, as the security guard sat and watched.

c. The University abridged the Plaintiff's rights to equal protection under the law when it is now excluding them from student housing on the basis of their gender identity.

64. The University was deliberately indifferent to Plaintiff's safety needs and civil rights.

65. The University's conduct is the direct and proximate cause of Plaintiff's harm.

66. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

COUNT 4
**42 U.S.C. § 1983-denial of procedural due process in violation of the
Fourteenth Amendment**
Ms. Zeigerson v. Kean University

67. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

68. Universities are required to offer students a hearing process for disciplinary removals from school. *Goss v. Lopez*, 419 U.S. 565 (1975).

69. Ms. Zeigerson avers that the University breached their right to procedural due process under the Fourteenth Amendment when:

a. The University ejected Ms. Zeigerson from student housing without providing them a hearing or any procedure, whatsoever. (See ¶¶22, 24, 26, 28, 29, 31).

- b. The University maintains an appeal process through its code of conduct.
- c. On February 23, 2022--immediately following Ms. Zeigerson participating in the Title IX complaint process--the University sent a letter to Ms. Zeigerson, stating that it was removing them from the dorms. Here, the University informed Ms. Zeigerson that it is removing them from the dorms effective February 25, 2022.
- d. The notice letter provided no information nor guidance about the appeal process and how Ms. Zeigerson could participate in such an appeal, save sending a written appeal notice to the University by February 25.
- e. On February 25, 2022, Ms. Zeigerson timely sent a notice of appeal to the University.
- f. The Student Handbook requires that the University respond to the written request for appeal within 5 days. (Annex “E” at 22-23).
- g. As of the date of filing this Civil Complaint, the University has yet to respond to Ms. Zeigerson’s appeal. Thus, the University is well beyond its self-imposed five-day timeline.
- h. Even though Ms. Zeigerson timely filed the appeal, the University is still excluding them from student housing.
- i. Both Ms. Zeigerson and undersigned counsel have reached out to the University and their lawyer about next steps in the appeal process and about setting up a hearing. The University refuses to respond to any of these questions.

- j. Ms. Zeigerson is ready, willing, and able to participate in a hearing and the appeal process.
- k. The University is refusing to provide a process and a hearing.
- l. Ms. Zeigerson cannot have a process and participate in a hearing if the University refuses to respond to them. The University's *heads-I-win-tails-you-lose* approach is unfairly excluding Plaintiff from participating in student life.
- m. In fact, at no point, has the University provided the Plaintiff with any hearings.
- n. Now, as a direct result of the University refusing to respond and to provide any due process, including a hearing, it is now excluding Ms. Zeigerson from their student housing.
- o. Moreover, the University is deliberately indifferent to the requirements of procedural due process

70. As a direct and proximate result of Defendants' willful conduct and deliberate indifference, it violated Ms. Zeigerson's right to procedural due process.

71. The University's deliberate refusal to comply with the procedural requirements of the Fourteenth Amendment resulted in Ms. Zeigerson's damages and their exclusion from student housing.

72. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

COUNT 5

BREACH OF CONTRACT

Ms. Zeigerson v. Kean University

73. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this

complaint and incorporates them herein.

74. Plaintiff and the Defendant had formed a binding Contract for the Plaintiff to attend Kean University, which included the Plaintiff residing in student housing. (Annex "G".).

75. Plaintiff entered into the Contract with the University when they clicked that they agreed to be bound by the Contracts terms. Furthermore, the Plaintiff agreed to be bound by the terms for student housing as set forth in the student Handbook (Annex "E") and by the room and board bills that they paid. Notably, the University accepted this payment. (Annex "H."). Both parties agreed to the Contract, binding them to its terms.

76. The Plaintiff paid consideration for the Contract in the form of paying/agreeing to pay room and board funding.

77. There was a valid offer and acceptance of this Contract between the parties.

78. Both parties accompanied this consideration with a signed writing, which bound the parties to the Contract. Here, the Plaintiff clicked that the agreed to the terms of the Contract. Plaintiff believes their acceptance of the terms was through a "pull-down" menu for which Plaintiff chose the "Agreed Option."

79. The Defendant breached the Contract when the Defendant ejected the Plaintiff from the student housing without cause, based on their transgender status, and as retaliation for initiating the Title IX process.

80. By breaching the Contract, the University has directly and proximately caused Plaintiff's damages, which include, but are not limited to, financial loss, interests on student loans, consequential damages, and related costs.

81. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

COUNT 6
UNJUST ENRICHMENT

Ms. Zeigerson v. Kean University

82. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

83. Plaintiff paid \$15, 979.29 for student housing at the beginning of the semester.

84. However, when the Defendant ejected the Plaintiff from student housing on February 25, 2022, it retained the money Plaintiff deposited/paid. In other words, the Defendant never refunded Plaintiff the money they spent on student housing, in which they are no longer living.

85. The Defendant has since retained this money.

86. Ms. Zeigerson hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

87. As a direct and proximate result of the defendants retaining the deposit, they are being unjustly enriched at the Plaintiffs' detriment, which has only compounded their damages and concomitant harm.

88. Wherefore, the Plaintiff prays for relief against Defendants as hereinafter set forth in the prayer for relief.

DAMAGES

89. Plaintiffs suffered general, special, incidental, expectation, and consequential damages as the direct and proximate result of the acts and omissions of all Defendants, in an amount that shall be proven at the time of trial. These damages include, but are not limited to: damages for general pain and suffering; medical bills, both past and future; damages for expenses paid for student housing; damages for the loss of enjoyment of life, both past and future; travel and travel-related expenses, both past and future; emotional distress, both past and future; pharmaceutical expenses, both past and future; lost wages, economic, and employment opportunities, both past and future; attorneys' fees and costs of suit; and any and all other ordinary, incidental, or consequential damages that would or could be reasonably anticipated to arise under the circumstances. In addition, the Plaintiffs have suffered, as the Defendants have been unjustly enriched at the detriment of the Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Ms. Zeigerson respectfully prays that the Court:

1. Award Plaintiff compensatory, general, special, incidental, expectation, and consequential damages against the Defendant Kean University for, including, but not limited to, lost wages, costs to restore/repair, loss of future earnings, loss of enjoyment of life, emotional pain and suffering, medical bills, retained tuition/room and board money, and any and all other harm resulting from the Defendant's discrimination, retaliation, violation of the Plaintiff's civil rights, state-created danger, breach of Contract, and unjust enrichment.

2. Order by way of injunction that the Plaintiff be permitted to return to their student housing.
3. Order the Defendant to pay restitution to the Plaintiffs for the tuition it has unjustly retained.
4. The Court to order whatever relief it deems appropriate, together with reasonable attorneys' fees and costs of suit.

Respectfully submitted,

/s/ Bradley R. Flynn
Bradley R. Flynn, Esq.
Bradley@ed-law.com

/s/ Joseph W. Montgomery
Joseph W. Montgomery, Esq.
joe@iwantjustice.com

For Montgomery Law, LLC
Attorneys for the Plaintiffs
p/f 856-282-5550

Dated: March 18, 2022



Annex "A."

KEAN

December 13, 2021

Henry Zeigerson
Sent electronically to zeigersh@kean.edu

PERSONAL AND CONFIDENTIAL

Regarding Case Number: 2021087202

Dear Henry:

Recently, you were allegedly involved in a situation that may violate one or more of Kean University's Office of Residential Student Services policies and/or procedures on December 9, 2021. Specifically, the following policy and/or procedures:

1. V:8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights.
2. V:41. Disorderly conduct – including conduct that interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption.

You are required to meet with me on Thursday, December 16, 2021, at 9:15 am, via Google Meet for a Community Standards Conference. Should you wish to reschedule the Conference due to a class conflict, you must contact me at least twenty-four (24) hours in advance of the scheduled date and time. You may contact me at 908-737-6800 or email me at pupatel@kean.edu, in order to reschedule the Conference. Failure to attend the Community Standards Conference regarding this matter may result in a decision being made in your absence and without your input.

Please also be aware that should you fail to reschedule a Community Standards Conference, or appear as scheduled, an additional violation will be issued for failure to comply with established Residential Student Services policies and/or procedures as stated in [The Residential Student](#)

OFFICE OF RESIDENTIAL STUDENT SERVICES

[Handbook](#).

This violation will be included in your Decision Letter and may constitute additional sanctions.

During the Community Standards Conference, you will have the opportunity to present your account of the incident. **However, you will need to provide a statement of the events as you recall them. Please use this link to complete a [Statement](#).) This statement is due before Thursday, December 16, 2021, at 9:15 am.** You may bring witnesses and an advisor. It is expected that you present your account, as your advisor is not permitted to participate in the Community Standards Conference.

If found responsible, the following potential sanctions could be assigned:

Residence Hall Contract Termination

Residence Hall Notice of No Trespass

Housing Probation

No Contact Order

Letter of Apology

Finally, you will have the opportunity to review any documentation relating to your specific case, within forty-eight (48) business hours after the initial occurrence. This may be done through the Office of Residential Student Services which is located on the first floor of Whiteman Hall.

I look forward to hearing from you soon. Should you have any further questions regarding this matter or anything related, please do not hesitate to contact me at the aforementioned number or location. Thank you for your time and prompt attention to this matter.

Sincerely,

Punit Patel
Director, Residential Student Services



Annex "B."

KEAN

January 11, 2022

Henry Zeigerson
Sent electronically to zeigersh@kean.edu

PERSONAL AND CONFIDENTIAL

Regarding Case Number: 2021087202

Dear Henry:

Recently, you were allegedly involved in a situation that may violate one or more of Kean University's Office of Residential Student Services policies and/or procedures on December 9, 2021. Specifically, the following policy and/or procedures:

1. V:8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights.
2. V:41. Disorderly conduct – including conduct that interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption.

You are required to meet with me on Thursday, January 13, 2022, at 10:00 am, via Google Meet for a Community Standards Conference. Should you wish to reschedule the Conference due to a class conflict, you must contact me at least twenty-four (24) hours in advance of the scheduled date and time. You may contact me at 908-737-6800 during the hours of (9 am to 5 pm) Monday through Friday, in order to reschedule the Conference. Failure to attend the Community Standards Conference regarding this matter may result in a decision being made in your absence and without your input.

Please also be aware that should you fail to reschedule a Community Standards Conference, or appear as scheduled, an additional violation will be issued for failure to comply with established Residential Student Services policies and/or procedures as stated in [The Residential Student](#)

OFFICE OF RESIDENTIAL STUDENT SERVICES

Handbook.

This violation will be included in your Decision Letter and may constitute additional sanctions.

During the Community Standards Conference, you will have the opportunity to present your account of the incident. You may bring witnesses and an advisor. It is expected that you present your account, as your advisor is not permitted to participate in the Community Standards Conference.

If found responsible, the following potential sanctions could be assigned:

Residence Hall Contract Termination
Residence Hall Notice of No Trespass
Housing Probation
No Contact Order
Letter of Apology

Finally, you will have the opportunity to review any documentation relating to your specific case, within forty-eight (48) business hours after the initial occurrence. This may be done through the Office of Residential Student Services which is located on the first floor of Whiteman Hall.

I look forward to hearing from you soon. Should you have any further questions regarding this matter or anything related, please do not hesitate to contact me at the aforementioned number or location. Thank you for your time and prompt attention to this matter.

Sincerely,

Punit Patel
Director, Residential Student Services

Fwd: Meeting

4 messages

Henry Zeigerson <zeigersh@kean.edu>
To: kathleenlouisequinn@gmail.com

Thu, Jan 13, 2022 at 7:00 PM

----- Forwarded message -----

From: **Nicole Rodriguez** <nrodrigu@kean.edu>
Date: Thu, Jan 13, 2022 at 6:55 PM
Subject: Meeting
To: Henry Zeigerson <zeigersh@kean.edu>

Hello Henry,
your conduct case was referred to me for review. I would like to meet with you tomorrow but my only available time is 4pm. If this works for you please let me know as soon as possible.

I will send you a zoom link once you confirm. If you are not available please check my link below to schedule yourself.

Nicole Rodriguez, M.A.
Director
Office of Community Standards & Student Conduct



Miron Student Center, Room 317
Main Phone: 908-737-5240
Desk Line: 908-737-5243
Cell: 908-514-6319
Fax: 908-737-5245

[Schedule an Appointment](#)
[Student Code of Conduct](#)
[Report a Conduct Violation](#)

Have a concern about a student? Submit a referral [here](#).
Have a Title IX complaint? Submit a report [here](#).
Have a COVID concern or need to report a positive result or exposure? Submit a report [here](#).
ALWAYS STEP UP

"I never lose. I either win or I learn." ~ Nelson Mandela

The information transmitted in this communication is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, transmission, dissemination, copying or other use of, or taking of any action in reliance upon, this information, or any part thereof, by persons or entities other than the intended recipient, is strictly prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy this communication and all copies thereof, including all attachments.

Kathleen Quinn <kathleenlouisequinn@gmail.com>
To: Bradley Flynn <Bradley@ed-law.com>
Cc: Henry Zeigerson <henryzeigerson@gmail.com>

Thu, Jan 13, 2022 at 7:04 PM

Bradley,

This is the email from Nicole Rodriguez about meeting at 4pm tomorrow. Will that work for you?

Kathleen Quinn

Begin forwarded message:

From: Henry Zeigerson <zeigersh@kean.edu>
Date: January 13, 2022 at 7:00:53 PM EST
To: kathleenlouisequinn@gmail.com
Subject: Fwd: Meeting

Henry Zeigerson <zeigersh@kean.edu>
To: kathleenlouisequinn@gmail.com

Thu, Jan 13, 2022 at 8:07 PM

----- Forwarded message -----

From: Henry Zeigerson <zeigersh@kean.edu>
Date: Thu, Jan 13, 2022 at 8:06 PM
Subject: Re: Meeting
To: Nicole Rodriguez <nrodrigu@kean.edu>

Good evening, thank you sincerely for reaching out to me late in the day. I am available 4pm for the meeting tomorrow. Thank you for your time, this has been so anxiety inducing for Nova and I. I hope you have a wonderful evening and sleep well. Good night.

~Henry Zeigerson 1152953

[Quoted text hidden]

Henry Zeigerson <zeigersh@kean.edu>
To: Bradley Flynn <Bradley@ed-law.com>, kathleenlouisequinn@gmail.com

Fri, Jan 14, 2022 at 10:06 AM

I have received this very important communication from nicole along with the meeting information

----- Forwarded message -----

From: Nicole Rodriguez <nrodrigu@kean.edu>
Date: Fri, Jan 14, 2022 at 10:01 AM
Subject: Re: Meeting
To: Henry Zeigerson <zeigersh@kean.edu>

Hello Henry,
After reviewing your file, I have realized that there is more investigation that I have to do in order to provide you with a fair process. I am awaiting additional statements and I need to speak with Nova and Cameron. I have questions.

I have spoken with the housing director regarding this case and I don't want to hold up your move in pending my decision, therefore you will be able to move in and I will meet with you on Friday, January 21, 2022 at 2pm for your disciplinary conference. Please let me know if you have any questions and if your advisor will be present.

Disciplinary Conference

The student will meet with the respective administrator and must provide a statement of the incident in writing on an Incident Report form. Incident Report forms may be obtained at the time of the conference, the community center in the residence halls, or the Office of Residential Student Services. The student will be permitted to present witnesses and/or information on their behalf at the scheduled conference. In addition, a student may attend the conference with an advisor; however, the advisor will not be permitted to participate in the conference directly. The advisor may communicate only through writing, outside communication, or prior to the beginning of the disciplinary process.

To my knowledge all of the documents accept the statements I'm getting from the additional witnesses, were already provided to you. I will provide the additional statements when I get them.

Please contact your Hall Director Bailey Vick for move in. The next available move in time is on Monday.

Here is the zoom invitation. I've also sent you a calendar invite.

Nicole Turlington-Rodriguez is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://kean-edu.zoom.us/j/92478539066?pwd=U0NRa2R0eG45a0pJTksxWGvK2EwZz09>

Meeting ID: 924 7853 9066

Passcode: 000993

One tap mobile

+13126266799,,92478539066#,,,*000993# US (Chicago)

+19292056099,,92478539066#,,,*000993# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 924 7853 9066

Passcode: 000993

Find your local number: <https://kean-edu.zoom.us/u/aDV25qUMb>

Join by SIP

<92478539066@zoomcrc.com>

162.255.37.11 (US West)
162.255.36.11 (US East)
115.114.131.7 (India Mumbai)
115.114.115.7 (India Hyderabad)
213.244.140.110 (Germany)
149.137.40.110 (Singapore)
149.137.68.253 (Mexico)
69.174.57.160 (Canada Toronto)
65.39.152.160 (Canada Vancouver)
207.226.132.110 (Japan Tokyo)
149.137.24.110 (Japan Osaka)

Meeting ID: 924 7853 9066

Passcode: 000993

[Quoted text hidden]

[Quoted text hidden]



Annex "D."

KEAN

January 31, 2022

Henry Zeigerson
Sent electronically to zeigersh@kean.edu

PERSONAL AND CONFIDENTIAL

Regarding Case Number: 2021087202

Dear Henry:

Recently, you were allegedly involved in a situation that may violate one or more of Kean University's Office of Residential Student Services policies and/or procedures on December 9, 2021. Specifically, the following policy and/or procedures:

1. V:8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights.
2. V:41. Disorderly conduct – including conduct which interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption.
3. V:42. Discrimination against any person on the basis of race, color, sex, national origin, ancestry, marital status, age, or sexual orientation, disability or liability for service in the armed forces, religion or political persuasion.

You are required to meet with me for your Disciplinary Conference on Thursday, February 3, 2022, at 3:30pm, via Zoom. Please access the link here at the appointed time:

<https://kean-edu.zoom.us/j/96882393795?pwd=WHJ2eGFYdEp5dEp2SEYvekw2ZFBYdz09>.

If you need to reschedule, you may do so by contacting me at lylesk@kean.edu. Failure to attend the Community Standards Conference regarding this matter may result in a decision being made in your absence and without your input. Please also be aware that should you fail to reschedule a Community Standards Conference, or appear as scheduled, an additional violation will be issued for failure to comply with established Residential Student Services policies and/or procedures as

stated in [The Residential Student Handbook](#).

This violation will be included in your Decision Letter and may constitute additional sanctions.

During the Community Standards Conference, you will have the opportunity to present your account of the incident. All witnesses have been interviewed therefore it isn't necessary to have them be present. However, if there is new information to be shared you may present this information ahead of your meeting and I will determine if I will interview your witnesses prior to your conference. You may bring an advisor. It is expected that you present your account, as your advisor is not permitted to participate in the Community Standards Conference.

If found responsible, the following potential sanctions could be assigned:

Residence Hall Contract Termination

Housing Probation

Referral

Service Assignment

You have already been presented with the information in your document file. I look forward to hearing from you soon. Should you have any further questions regarding this matter or anything related, please do not hesitate to contact me at lylesk@kean.edu or (908) 737-5200. Thank you for your time and prompt attention to this matter.

Sincerely,



Kerrin Lyles
Director, Miron Student Center



KEAN

Resident Student Handbook

2020-2021



Office of Residential Student Services

WELCOME

Dear Resident Student,

It is our pleasure to welcome you to on-campus living at Kean University. Congratulations on taking this opportunity to expand your educational experiences at Kean by joining our residential community. As you will discover, living in a residence hall is a unique experience. As an active member of the community, you will have an opportunity to work with others to set a standard of living conducive to personal and academic growth.

The Office of Residential Student Services staff's goal is to create an environment that supports learning and community development. To accomplish this, we are committed to supporting the differences among individuals within our community and, at the same time, to serving the needs of the University as well as the local and global community in which it exists. Above all, our staff is dedicated to making the residential experience a full and rewarding one for each of you. However, we cannot succeed in this effort alone. You are encouraged to take advantage of the leadership, educational and social opportunities offered to the resident student. We hope that you will participate by planning social and educational programs, initiating contacts with your neighbors and floor mates, and collaborating with them in building a sense of community.

This handbook is your guide to residence hall policies, procedures and services. We hope you will assist us in providing an atmosphere of mutual respect through cooperative and responsible behavior. Should you have any questions or suggestions, please know that we are here to assist you in any way that we can.

Sincerely,

*The Office of Residential Student
Services Staff*

MISSION STATEMENTS

KEAN UNIVERSITY MISSION STATEMENT

Kean University is a public cosmopolitan university serving undergraduate and graduate students in the liberal arts, the sciences, and the professions. The University dedicates itself to the intellectual, cultural, and personal growth of all its members - students, faculty, and professional staff. In particular, the University prepares students to think critically, creatively and globally; to adapt to changing social, economic, and technological environments; and to serve as active and contributing members of their communities.

Kean offers a wide range of demanding programs dedicated to excellence in instruction and academic support services necessary to assure its socially, linguistically, and culturally diverse students the means to reach their full potential, including students from academically disadvantaged backgrounds, students with special needs, and adults returning to or entering higher education.

Kean is steadfast in its dedication to maintaining a student-centered educational environment in which diversity can flourish and an atmosphere in which mutual respect characterizes relations among the members of a pluralistic community. The University seeks to combine excellence with equity in providing opportunities for all students.

Kean is a teaching university, and Kean faculty dedicate themselves to student learning as well as academic rigor. The focus on teaching excellence is supported by a commitment to research, scholarship, creative work, and innovative uses of technology. The focus includes the advancement of knowledge in the traditional disciplines and the enhancement of skills in professional areas.

Kean is committed to providing global educational opportunities for students and faculty. Kean is an interactive university, and the University serves as a major resource for regional advancement. Kean collaborates with business, labor, government and the arts, as well as educational and community organizations and provides the region with cultural events and opportunities.

OFFICE OF RESIDENTIAL STUDENT SERVICES MISSION STATEMENT

The Office of Residential Student Services views residence hall living as a vital element of the total educational process. Residence Hall living provides a multicultural opportunity for students. It's an opportunity for students to gain a variety of personal learning experiences to supplement and enhance their academic development. We attempt to help students meet their needs and potential through responsible programming and effective use of available resources.

STATEMENT OF HUMAN RELATIONS COMMITMENT

- I am a student; I am a staff member; I am a faculty member; I am an important part of the Kean University community. I care about people.
- I will neither exercise nor tolerate discrimination based on race, ethnic origin, gender, disability, age, religion or sexual orientation. I will not support individuals, organizations and departments

that practice discrimination. I will support each individual community member's right to fair, unbiased treatment, whether it is in access to education, campus life, employment, or services. I challenge myself and others to recognize the diversity of our community and to incorporate our multifaceted population in our decision-making processes.

- I encourage the University to provide human relations training, multicultural educational programs and activities that foster constructive interaction among the University's diverse populations.
- I have set this as one of my life's goals to continue to learn about the rich cultural tapestry that makes up the Kean University community as well as the world I live in, and to create an atmosphere of mutual respect, understanding and appreciation for each individual member of these communities.
- I celebrate our cultural diversity and urge all to join me in promoting this supportive and enriching environment as a community of learners and leaders.
- I am Kean University. I am the world. I am many colors. I am diverse languages. My histories and traditions are many. I am growing. I am learning.
- I thrive on challenge. I long to understand. I strive to overcome. I am strong because I am many, but I am ONE.

ANTI-DISCRIMINATION

Kean University's residence halls make up a community enriched by diversity. Our goal is for everyone to be assured equality of treatment and opportunity. Insensitive treatment of others based on race, religion, color, sex, age, disability, national origin or sexual orientation will not be tolerated.

ROOMMATES' BILL OF RIGHTS

The following Roommates' Bill of Rights is a reminder to each resident of his/her responsibility to his/her roommate. Your enjoyment of life in a residence hall will depend, to a large extent, on the thoughtful consideration that you demonstrate toward each other.

Basic rights of a roommate include:

1. The RIGHT to read and study in one's room free from undue interference. Unreasonable noise and other distractions inhibit this RIGHT;
2. The RIGHT to sleep without undue disturbance by noise, guest of roommate(s), etc. ;
3. The RIGHT to expect that a roommate will respect one's personal belongings;
4. The RIGHT to a clean environment in which to live;
5. The RIGHT to free access to one's room and facilities without pressure from the roommate;
6. The RIGHT to privacy;
7. The RIGHT to host guests (with agreement of your roommate[s]) with the understanding that guests are to respect the rights of the host's roommate(s) and other hall residents;
8. The RIGHT to be free from fear of intimidation and physical or emotional harm;
9. The RIGHT to address grievances.

Your Residence Life staff is available for assistance. Remember, to be a mature adult is to accept responsibility for the welfare of others. Only you can assure that you and your roommate(s) enjoy these rights. The personal growth that can be gained by living in a campus community can be enormously enriching and a realistic ground for the future. Students are encouraged to work out and resolve problems with the help of staff members through mediation or roommate/suitemate contracts, if the need arises.

STAFF AND STRUCTURE

The Office of Residential Student Services is the unit within the Division of Student Affairs that is responsible for on-campus housing and the resident students' welfare while residing on campus.

The office is located in Whiteman Hall and includes the offices of the Assistant Vice President for Residential Student Services, Director, Managing Assistant Directors and Coordinators. There are also five administrative support staff members and two shuttle drivers. Office hours are from 9 a.m. to 7 p.m. on Mondays and 9 a.m. to 5 p.m. Tuesday through Friday. Evening office hours take place Monday through Sunday from 7p.m. to 9 p.m. in the residence hall community centers. Hours of operation during the summer are generally Monday through Friday, 8:15 a.m. to 5:30 p.m.

ASSISTANT VICE PRESIDENT FOR RESIDENTIAL STUDENT SERVICES

The Assistant Vice President provides the overall administration as well as vision for the Office of Residential Student Services. S/he provides leadership in creating a residential program that supports the academic mission of the University and fosters the development of students. The Assistant Vice President develops strategic initiatives for the department, capital improvement goals, and manages the department budget. S/he serves as the liaison to the campus community and helps create new initiatives for the department.

DIRECTOR OF RESIDENTIAL OPERATIONS AND FACILITIES

The Director of Residential Operations and Facilities is a full-time, 12-month, professional position in the Office of Residential Student Services. The Director is responsible for coordinating the residence halls' maintenance and renovation, purchasing furniture and other hall equipment, inventory of furniture, public area damage assessment, key control management, coordinating room condition reports and common area damage billing. The Director also acts as a liaison to other University offices and support services in matters involving both daily and long-term management, care and upkeep of the residence hall facilities, and other related duties. The Director is also responsible for multiple programs within the department, including computer systems management, hall and room assignments, room selection, room changes, student record keeping, posting of bills for rooms, board and damage assessments. This person also oversees the assignments of summer school residents and related summer programs.

MANAGING ASSISTANT DIRECTOR FOR FACILITIES

The Managing Assistant Director for Facilities is responsible coordinating the residence halls' maintenance and renovation, purchasing furniture and other hall equipment, inventory of furniture, public area damage assessment, key control management, coordinating room condition reports and common area damage billing.

COORDINATOR OF HOUSING SERVICES

The Coordinator of Housing Services is responsible for various aspects of housing operations. S/he assists with various departmental processes including room selection, room change, billing, damage charges and opening and closing of the residence halls. S/he is responsible for the overall marketing of the residential facilities. S/he also oversees the computer lab and game room staff in the residence halls. The Coordinator of Housing Services works to create an environment conducive to academic excellence and fosters personal development and a sense of community within the living environment.

PROGRAM ASSISTANT FOR EDUCATIONAL SERVICES

The Program Assistant for Educational Services coordinates residential academic programs including the Aiming to Create Community Empower with Student Success (ACCESS) academic enrichment program, a program designed to provide mentorship and academic support to the residential population and related support programs. Responsibilities include providing educational instruction and tutorial services to the undergraduate residential population and developing academic support activities for the purpose of academic skill development.

RESIDENCE HALL DIRECTORS

The Residence Hall Director (RHD) is responsible for all administrative, educational, and supervisory responsibilities of one or more assigned halls. S/he creates a living environment where students may maximize their academic success and where the safety and welfare of all residents are promoted. The Residence Hall Director's responsibilities include: staff supervision, student discipline, facilities maintenance, programming, room occupancy/changes, duty rotation, and project areas as assigned. The Residence Hall Director's position is a full-time, live-in position.

RESIDENT ASSISTANTS

Resident Assistants (RAs) are full-time upper-class students who are members of the residence hall staff and report directly to the Residence Hall Director. The Resident Assistant lives in the building and is primarily responsible for one floor of that building. When on duty, the Resident Assistant oversees the entire building. You will find that the Resident Assistant is familiar with functions of various University offices and activities as well as residence hall procedures and operations. Any questions or problems you have concerning Residential Student Services should be brought to the attention of your Resident Assistant. One Resident Assistant is on duty in each residence hall at 6:00 p.m. each evening until 8:00 a.m. the following morning, and has office hours from 7:00 p.m. to 9:00 p.m. in the residence hall community centers.

GRADUATE ASSISTANTS

The Graduate Assistant position within the department is a ten (10) month, paraprofessional position with the Office of Residential Student Services. Supervised by the Central staff, Graduate Assistants are responsible for a variety of responsibilities in the areas of programming, facilities management and community standards.

DESK MANAGERS AND DESK ASSISTANTS

The Desk Manager (DM) position is a paraprofessional staff member in the Office of Residential Student Services responsible for direct supervision and oversight of the Desk Assistant staff. The main responsibilities of the Desk Manager include: supervision of the Desk Assistants, schedule development, desk coverage and overseeing timesheet submission.

The Desk Assistant (DA) position is a paraprofessional staff member of the Office of Residential Student Services responsible for desk coverage and security. The main responsibilities of the Desk Assistant include: enforcing the visitation policy and other related policies, verifying residents' identification, signing guests in and out, managing the desk area, providing customer service, maintaining positive and open communications with other staff members, attending regularly scheduled meetings, and other duties as assigned.

The Desk Manager and Desk Assistant positions are only open to full-time students.

ACCESS TUTORS

The ACCESS Tutors are full time students that assist resident students with their course work through individual or small group tutoring. ACCESS Tutors are available to provide a variety of support services for residents. At the resident's request, the ACCESS tutors will offer instruction for any given subject and tutorial services in various academic fields of interest.

COMMUNITY ASSISTANTS

Community centers are located on the first floor of each residence hall. These centers serve as an office for the Residence Hall Directors as well as an information and programming area for resident students. The Community Assistant (CA) works independently on special projects, processes mail for the building residents, and assists in the daily operation of the center. The Community Assistant reports directly to the Residence Hall Director.

MAIL ROOM AND OFFICE ASSISTANTS

These students act as liaisons for students in all areas of the Office of Residential Student Services. The Mail Room and Office Assistants are full-time students who work in the main office and residential mail room that have extensive knowledge of the Office of Residential Student Services and its policies and procedures. Mail Room and Office Assistants work together to maintain and present a positive perception of the Office of Residential Student Services.

COMPUTER LAB ASSISTANTS

The Computer Lab Assistant position is a paraprofessional staff member of the Office of Residential Student Services responsible for the computer lab desk coverage in the residence halls. The main responsibilities of the CLA include: enforcing the computer lab usage policy and other related policies, verifying residents' identification, managing the computer lab, providing customer service, maintaining positive and open communications with other staff members, attending regularly scheduled meetings, and other duties as assigned.

GAME ROOM ASSISTANTS

The Game Room Assistant position is a paraprofessional staff member of the Office of Residential Student Services responsible for the game room coverage in the residence halls. The main responsibilities of the GRA include: enforcing the game room usage policy and other related policies, verifying residents' identification, managing the game room, providing customer service, maintaining positive and open communications with other staff members, attending regularly scheduled meetings, and other duties as assigned.

PROFESSIONAL SECURITY

Kean University contracts with a private company to provide professional security in and around the residence halls throughout the night. Their responsibilities include but are not limited to monitoring the flow of traffic by residents and their guests within the residence halls. The site supervisor makes rounds of the exteriors of the buildings and residence hall areas. The professional security shift is from 12:00 a.m. to 9:00 a.m., seven (7) days a week.

IMPORTANT RESIDENTIAL STUDENT SERVICES PHONE NUMBERS

Assistant Vice President (908) 737-6800

Director (908) 737-6800

Managing Assistant Director of Facilities (908) 737-6800

Coordinator of Community Standards (908) 737-6800

Coordinator of Housing Services (908) 737-6800

Program Assistant for Educational Services (908) 737-6800

Bartlett Residence Hall Director (908) 737-6600/x4-6601

Burch Residence Hall Director (908) 737-6500/x4-6502

New Freshman Residence Hall Director (908) 737-4501

New Upperclassman Residence Hall Director (908) 737-1678

Rogers Residence Hall Director (908) 737-6300/x4-6301

Sozio Residence Hall Director (908) 737-6400/x4-6401

Whiteman/Dougall Hall Director (908) 737-6811/x4-6812

Receptionist/Secretary – Main Office (908) 737-6800

Program Assistant – Housing Operations (908) 737-6809

Program Assistant – Office Operations (908) 737-6801

Clerk/Driver (908) 737-6800

THE RESIDENCE HALLS

Kean University's residence halls accommodate approximately 2,000 students. They are a combination of five mid-rise self-contained apartment complexes and three traditionally styled residence halls. The residence halls contain various types of amenities for students to utilize including lounges throughout the halls, student mailboxes, flat screen TV's, vending machines, flexible multipurpose rooms, game rooms, coinless laundry machines, wireless and hardwired Internet, and a community center that houses the Residence Hall Director's Office. The residential community can also use their meal plans in the 300-seat "all-you-care-to-eat" style cafeteria and enjoy the 50-seat screening room. A 24-Hour computer lab provide convenience for all of your academic needs.

COMMUNITY STANDARDS AND PROCEDURES

The Office of Residential Student Services is committed to providing a residential and campus environment that is conducive to academic inquiry in the university tradition. Kean is a metropolitan, comprehensive, teaching university that exists to foster inquiry and public discourse. It is also a community. At Kean, student members of the community are expected to abide by certain community standards that form the basis of the Office of Residential Student Services residential student conduct and ensure that their visitors do likewise. These standards are embodied within a set of core values that include integrity, fairness, respect, community, and responsibility. When residents fail to adhere to the community standards, appropriate proceedings may be initiated under the Office of Residential Student Services handbook to address conduct violations and its consequences.

DEFINITION OF A RESIDENTIAL STUDENT

For the purposes of enforcing the Office of Residential Student Services Handbook, residential students are defined as all persons living in the residence halls and registered for twelve credit hours at the University, and are deemed as full-time pursuing undergraduate, graduate, professional studies, or continuing education.

THE COMMUNITY STANDARDS PROCESS UPHOLDS COMMUNITY VALUES

The community standards process is intended to protect the interests of all members of the residential campus community, and appropriately address conduct not in accord with the Office of Residential Student Services handbook. Remedies and sanctions are intended to contribute to the development of student decision-making and to help them bring their behavior into accord with community values. When a residential student does not conform his/her behavior to community expectations, the residential student may be subject to appropriate remedies and sanctions including, but not limited to, termination of housing contract, placement on the Office of Residential Student Services No-Trespass list, restriction or loss of the privileges in regards to visitation and/or participation in this residential community. The community standards process is different from criminal and civil court proceedings. Procedures and rights in residential student community standards proceedings are conducted with fairness to all, but do not include the same process afforded by the courts.

JURISDICTION OVER OFFICE OF RESIDENTIAL STUDENT SERVICES COMMUNITY STANDARDS

Residential students at Kean University are provided a printed document of the Office of Residential Student Services Handbook upon check in to the residence hall. Additionally, the Office of Residential Student Services Handbook may be accessed on the Kean University, Office of Residential Student Services Web site (www.kean.edu/~reslife/). The Office of Residential Student Services handbook is also available in the Community Centers of each Residence Hall on the first floor and the Office of Residential Student Services (Whiteman Hall, Room 008) on the first floor. Residential students are charged with the responsibility to read and to abide by the provisions of the Office of Residential Student Services Handbook and the authority of the community standards process. The Office of Residential Student Services Handbook and the residential student community standards process apply to the conduct of individual residential students and their guest(s). Moreover, the Office of Residential Student Services Handbook is based on shared values, it sets a range of expectations for the Kean residential student no matter where or when their conduct may take place in the residential halls. Additionally, a residential student's behavior outside of the residential halls may affect their status as a residential community member. In these instances the residential students may be referred to the Office of Community Standards and Student Conduct. The Student Conduct Code applies to conduct that takes place on the campus, at University-sponsored events, and off campus, when the administration determines that the off campus conduct affects a substantial university interest. A substantial university interest is defined to include:

- Constitutes a violation of local, state or federal law. Included are repeat violations of any local, state or federal law committed in the municipality where the University is located.
- Indicates that the student may present a danger or threat to the health or safety of him/herself or others.
- Significantly infringes upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder.
- Is detrimental to the educational interests of the University.

The Student Conduct Code (<http://www.kean.edu/KU/Code-of-Conduct>) as well as the Office of Residential Student Services Handbook may be applied to conduct that takes place during the time a person is enrolled as a student, including during intra-semester breaks and between semesters.

The Office of Residential Student Services Handbook applies to guests of residential community members, whose hosts may be held accountable for the misconduct of their guests/visitors to the residence halls. Sanctions for violations by visitors and guests may be referred to the Office of Community Standards and Student Conduct and/or Kean University Campus Police.

The policies listed here are written as prohibitions; that is, they are stated as behavior that is prohibited in all residence halls, buildings and grounds. These policies are enforced through the Office of Residential Student Services.

SPECIAL PROVISIONS

1. Attempted Violations

2. In most circumstances, Office of Residential Student Services will treat attempts to commit any of the violations listed in the Office of Residential Student Services Handbook as if those attempts had been completed.
3. **College as Complainant**
4. As necessary, Office of Residential Student Services reserves the right to initiate a complaint, to serve as complainant, and to initiate conduct proceedings without a formal complaint by the victim of misconduct.
5. **False Reports**
6. The Office of Residential Student Services will not tolerate intentional false reporting of incidents. It is a violation of the Office of Residential Student Services Handbook to make an intentionally false report of any policy violation.
7. **Group Violations**
8. When members of groups, individuals acting collusively, or members of an organization act in concert in violation of any policy, they may be held accountable as a group, and a hearing may proceed against the group as joint accused residential students. In any such action, however, determinations will be made with respect to the involvement of each accused individual.
9. **Immunity for Victims**
10. The Office of Residential Student Services encourages the reporting of violations by victims. Sometimes, victims are hesitant to report to college officials because they fear that they themselves may be accused of policy violations, such as underage drinking at the time of the incident. It is in the best interests of this community that as many victims as possible choose to report to Office of Residential Student Services officials (EX. Residence Hall Director, Resident Assistant, Desk Assistant, Community Assistant, the Office of Residential Student Services located on the first floor of Whiteman Hall, etc....) To encourage reporting, the Office of Residential Student Services pursues a policy of offering victims of crimes and severe conduct offenses amnesty from policy violations related to the incident.
11. **Good Samaritan**
12. In a residential community, resident students are encouraged to help other members of the community who are in need; to be Good Samaritans. When a student has assisted an intoxicated student in procuring campus safety and/or professional medical assistance at Health Services, located in Downs Hall or any other healthcare facility, the student will undergo the student conduct process. However, the act of reporting and assisting will be taken into consideration during the process of sanctioning.
13. **Parental Notification**
14. The Office of Residential Student Services reserves the right to notify parents/guardians of dependent students regarding any conduct situation, particularly alcohol and other drug violations. The college may also notify parents/guardians of non-dependent students who are under age 21 of alcohol and/or drug policy violations. Where a student is not-dependent, The Office of Residential Student Services will contact parents/guardians to inform them of situations in which there is a health and/or safety risk. The Office of Residential Student Services also

reserves the right to designate which college officials have a need to know about individual conduct complaints pursuant to the Family Educational Rights and Privacy Act.

15. Notification of Outcomes

16. The outcome of an Office of Residential Student Services campus hearing is part of the educational record of the accused residential student, and is protected from release under a federal law, FERPA. However, The Office of Residential Student Services observes the legal exceptions as follows:

1. The Office of Residential Student Services may release the name, nature of the violation and the sanction for any residential student who is found in violation of an Office of Residential Student Services policy that is a “crime of violence,” including: arson, burglary, robbery, hate crimes, illicit drug(s), criminal homicide, sex offenses, assault, destruction/damage/vandalism of property and kidnapping/abduction. This release of this information may occur for reasons of Cleary reporting and/or referrals to Kean University Campus Police, the Office of Community Standards and Student Conduct, and/or the Office of the Vice President of Student Affairs.

17. Defenses

18. It has become common for residential students accused of policy violations to try to defend their actions with excuses, such as prescription drug interactions, self-defense, disabilities, etc. The college’s policy on defenses is clear. Defending your actions is admitting to a policy violation. “Yes, we fought, but he started it.” This still means you had a fight, and that violates our rules. You may have taken someone’s property under the influence of an anti-depressant, but you still took someone else’s property. While your defense will not excuse your actions, the Office of Residential Student Services will consider the legitimacy of your defense into consideration in addressing the proper sanction. If you were not the aggressor in a fight, you will still be sanctioned, but your sanction may be lesser than the sanction of the person who started the fight.

19. Misconduct Online

20. Students are cautioned that behavior conducted online can subject them to University and/or Office of Residential Student Services conduct action, such as harassment delivered by electronic media. This may include but is not limited to emails, phones, texting, etc... Student must be aware that items such as blogs, webpages, myspace.com homepages, Facebook entries and similar online postings are in the public sphere, and are not private. These postings can subject a student to allegations of conduct violations, if evidence of policy violations is posted online. The University does not regularly conduct investigations for this information, but will take action if and when such information is brought to the attention of Office of Residential Student Services officials.

**COMMUNITY STANDARDS FOR RESIDENTIAL STUDENT COMMUNITY MEMBERS UNDER THE
OFFICE OF RESIDENTIAL STUDENT SERVICES HANDBOOK**

Integrity

Office of Residential Student Services residential students exemplify honesty, integrity and a respect for truth in all of their dealings.

Fairness

The Office of Residential Student Services residential students honor fairness and strive for fairness in all their dealings and interactions.

Community

Kean University residential students honor and value their community.

Respect

Kean University residential students show respect for each other, for property and for the community.

Responsibility

Kean University residential students are given and accept a high level of responsibility as role models.

COMMUNITY STANDARDS POLICY VIOLATIONS

While the burden of proving that a violation was committed, and where it was committed, always rests with the presenter, once a violation is proven to have occurred in a resident's room or apartment, any individual present at the time of staff confrontation must then prove that they were not responsible for having committed the violation. This includes any guests of the resident student.

Each violation has a cumulative effect, and a person's previous violations during the course of the semester, as well as the previous semester, will be considered when sanctions are prescribed. Additional violations that occur while a resident is on probation may be grounds for termination.

1. Violations of Residence Life policies and procedures published in the Residence Hall Contract, the Office of Residential Student Services Student Handbook, the University Student Handbook, and the University Code of Conduct.
2. Setting or fueling a fire of any size. Possession of highly flammable materials inside the residence halls, including gasoline, gas can or container (whether containing fuel or empty), gas-powered vehicles, kerosene, fireworks, candles or incense, live Christmas trees, neon signs, and strings of lights.
3. Blocking hallways or walkways in any residence hall area so as to cause a fire hazard. This includes blocking the electrical panels and propping open entrance or exit doors.
4. A false report of a fire or other emergency, including pulling a fire alarm station when no safety emergency is evident; yelling "fire" or similar as a prank; and misusing or damaging fire safety equipment (i.e., fire extinguishers, sprinkler system, fire pull boxes, smoke detectors, and similar) this may result in termination of the housing contract.

5. Possession, in the presence of, use, attempted use or manufacture of fireworks, explosives, or any substance with the potential to injure others or damage property may result in termination of the housing contract.
6. Possession, in the presence of, attempted use and or use of any weapon, e.g. gun, knife, bat, metal pipe, paintball gun, etc. or the use of any object as a weapon to hurt or maim someone may result in termination of the housing contract.
7. Intentionally or recklessly destroying, damaging or defacing Kean University or others' personal property. Negligent destruction, damage or defacement of Kean University or private property. This includes improperly disposing of trash in or around the residence halls.
8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights.
9. Participating in throwing, dropping, projecting or causing to fall from a residence hall room or window any object whatsoever whether it may cause physical harm or not, such as basketballs, garbage bags, glass or plastic bottles, keys, etc. This also includes the passing of any items or similar out of a window. The resident may also be charged for clean up if applicable. Violation of this policy may result in termination of the housing contract.
10. Harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep, and/or other personal pursuits. This includes malicious pranks, prank phone calls, sexual harassment, hate crimes, threats, online harassment, text messaging, and roommate conflicts. Refer to the Center for Leadership and Service's publications on Greek hazing and pledging.
11. Possession, use, sale, distribution, being in the presence of or providing marijuana or any controlled dangerous substance or illegal drug and/or drug paraphernalia. The Office of Residential Student Services and Kean University makes no distinction between whether it has or has not been used, or its intended purpose. The Office of Residential Student Services and Kean University has a "Zero Tolerance Policy" for drug/narcotic violations and students found in violation will be subject to temporary suspension of housing pending a hearing and/or termination of the housing contract. Hookahs and/or other tobacco smoking devices are not permitted under any circumstances nor may they be used as decoration. Suspicious odors relating to drugs/narcotics, as deemed by campus police, may also be subject to disciplinary action.
12. Distribution, sale, possession, or being in the presence of alcoholic beverages or public intoxication. This includes but is not limited to beverages, containers empty or full, kegs, and beer balls.
13. Theft of property or services (credit cards, Kean University identification card, etc.); knowingly possessing stolen property, including state property.
14. Breaking into or entering any locked/secured residence hall space, including maintenance closets, utility rooms, residence hall roof, another resident's room/apartment, or any residence hall building.

15. Providing false information to University officials or campus police. This includes forgery or unauthorized alteration of Office of Residential Student Services or Kean University documents; lying in a disciplinary proceeding; lying to an Office of Residential Student Services staff member so as to substantially interfere with the performance of his or her duties.
16. Failure or refusal to produce a University/College identification card upon demand by a Security Officer or other official of the University acting in his/her official capacity or officer of the law.
17. Intentionally, recklessly, or substantially interfering with Kean University officials, including Office of Residential Student Services officials, in the performance of their duties. This includes failure to comply with staff directives, or preventing staff from conducting their normal duties in handling administrative and disciplinary matters.
18. Failure to monitor a guest's behavior and adherence to policies and/or procedures, regardless of whether the guest is registered under the resident's name. Residents will also be held responsible for damages caused by their guests.
19. Loan of residence hall space. This includes allowing guests to stay in your room/apartment in your absence for an extended period of time. Additionally, individuals who have not signed a Residence Hall Contract are not permitted to reside in the residence halls.
20. Gambling of any kind is not permitted in the University residence halls nor anywhere on campus, or in off-campus residences. Bribery for Residence Life privileges is also forbidden.
21. Violations of conditions of Office of Residential Student Services Probation, including failure to complete a service project/sanction, failure to pay a fine, or committing a policy violation while on Office of Residential Student Services Probation. The disciplinary sanction of probation is defined on page 29 of the Resident Student Handbook.
22. Failure to comply with published security policies and procedures regarding guest visitation and improper sign-in procedures. This also includes attempting to trespass or trespassing. You may not sign in a stranger or allow a stranger to follow you into a residence hall.
23. Noisy or disruptive behavior, including a stereo at high volume, excessive yelling or other types of noise, or violations of established floor/hall quiet hours that interfere with another person's or a group's free exercise of academic or personal pursuits, or the ability to sleep or study.
24. Violation of safety and security policies and procedures, the Residence Hall Contract and/or posted in any of the residence halls. This includes refusing to let staff check bags, refusing to sign in during designated times, or propping open doors.
25. Duplicating, lending or borrowing of room or apartment keys, or Kean University Cougar ID cards to or from anyone, including roommates/apartment mates.
26. Violation of a written agreement with one's roommate, apartment mate, or floormate, developed under the supervision of Kean University Office of Residential Student Services staff.
27. Tampering with/misuse of Kean University office phones, telephone system, cable system or internet service.
28. Unauthorized sales/solicitation activity; use of residence hall space to conduct a private business enterprise, whether legal or illegal. Residents are not permitted to use the apartments or rooms for any commercial purposes whatsoever. Solicitation by residents or guests is forbidden.

29. No paid parties, advertised parties, or meetings of more than twenty (20) people per apartment/room (as per fire safety code) are allowed in the residence halls.
30. Unauthorized modification/furnishing of residence hall space that may contribute to a fire hazard or unsafe condition. This includes installation of any air conditioner, ceiling fan, or loft, painting, any personal furniture, the installation of a personal lock or chain, possession/use of waterbeds, splicing cable lines, modifying electrical outlets, use of materials that damage the surfaces of the room or prevent equipment from working properly. This also includes removing screens, drilling holes.
31. Use of any sports/recreational equipment in any common area in the residence halls, quad area, and/or roadways adjacent to the residence halls. This includes, but is not limited to, football, basketball, lacrosse, hockey, baseball, and any type of skating or cycling.
32. Harboring a pet or stray animal of any kind. Only fish kept in a tank or aquarium are allowed in the residence halls. The tank must not exceed ten (10) gallons.
33. Prankish behavior of any kind. This includes, but is not limited to, the use of undue force on someone, e.g. grabbing, pushing or shoving, or vandalizing a person's property, or state property (Kean University).
34. Smoking, of any kind, is prohibited in all residential facilities. Smoking is only permitted a minimum of three (3) feet from any facility entrance.
35. Use of abusive or profane language to Kean University staff, Office of Residential Student Services administrators or other students.
36. Removing original furnishings from any apartment/room or placing any outside (non-University or University) furnishings such as patio furniture in the apartment/room. Original furnishings include items in all lounges, community kitchens and community centers.
37. Entering or leaving the building through the windows, roof doors or emergency exits and climbing or scaling the exterior of the building. This may result in termination of the housing contract.
38. Repeated failure of the monthly extermination and inspection policies and procedures. This may result in termination of the housing contract.
39. Leaving food cooking unattended resulting in the activation of the fire alarm system or the trouble alarm. Failure to evacuate the building during evacuation procedures including fire alarm evacuations. Use of fire-fueled or electric grills for cooking on landings or open spaces in the residence hall/quad area. The use of flammable materials and heat producing appliances.
40. Using computer resources for illegal activities. Criminal and illegal use may include, but is not limited to, obscenity, child pornography, threats, harassment, copyright infringement/illegal downloading, defamation, theft, and unauthorized access. The Peer-to-Peer Sharing Policy can be found on page 47 of the Resident Student Handbook.
41. Disorderly conduct – including conduct which interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption.
42. Discrimination against any person on the basis of race, color, sex, national origin, ancestry, marital status, age, or sexual orientation, disability or liability for service in the armed forces, religion or political persuasion.

43. Indecent exposure and/or actions as defined by New Jersey state statutes. These include but are not limited to failure to wear shirts or shoes, and/or public exposure of body parts.
44. Lewd or obscene acts as defined by New Jersey state statutes are deemed as public urination, sexual acts or simulated acts performed in public, streaking, surreptitiously taking pictures of another person in a gym, locker room, or restroom, and/or possession or distribution of child pornography or any obscene materials as defined by the standard of the Kean University community.

DANGEROUS PRACTICES

Residents who participate in these practices are subject to fines, disciplinary action and/or termination of the housing contract.

1. Any blocking or preventing the use of room doors, hallways, exit doors and/or stairwells.
2. Any action that consciously or unconsciously compromises the security of residents.
3. Any construction or modification of the residence hall that may contribute to a fire hazard, physical danger or unsafe condition.
4. Any entering or misusing restricted areas such as roofs, fire escapes, workrooms, first floor or ground floor windows or storage areas.
5. Any use of flammable materials, smoking (cigarettes, cigars, or similar), open flames, candles, incense, other heat producing materials, devices such as kerosene lamps or devices containing gas.
6. Any use of power tools, saws, etc.
7. Leaving the oven door open in an attempt to help further heat the apartment.
8. Any use of roller blades, bicycles, roller-skates, or motorcycles/motorbikes within the residence halls.
9. Bringing or storing flammable material in a residence hall.
10. Using cooking appliances in student rooms other than apartment kitchens.
11. Propping open entrance or exit doors.
12. Leaving food cooking unattended resulting in activation of the fire alarm system or trouble alarm system.
13. Allowing strangers to follow you into a residence hall through an entrance door.
14. Climbing or scaling the exterior wall of a residence hall.
15. Installing a satellite dish, antenna, or any hardware that protrudes from a window or attaches to the exterior of a residence hall; hanging any objects out of windows.
16. Altering electrical outlets or circuits in residence hall rooms.
17. Installing ceiling fans or air conditioners.
18. Installing locks or chains on room doors.
19. Installing lofts.
20. Drilling into windowsill surfaces, ceiling or floor tiles, or puncturing insulation on pipes.
21. Removing screens from windows.

22. Moving wardrobes from their original location or storing items on top of them.
23. Items stored in the hallway closet must be at least 35 inches from the circuit breaker.
24. Any fire safety violation including hanging items from the room ceiling or fire equipment (sprinkler, smoke detector).

ITEMS PROHIBITED

For the safety of all resident students, the following items are prohibited in the residence halls. These items may be confiscated and disciplinary action will be taken.

1. Drugs/narcotics and/or drug/narcotic paraphernalia.
2. Alcoholic beverages, alcohol containers empty or full, and kegs of beer, "beer balls," or similar that are empty or full.
3. Hookahs and or other tobacco smoking devices
4. Waterbeds.
5. Small refrigerators (other than those provided by the University).
6. Pet animals, reptiles and birds.
7. Transmitting equipment/CB radios.
8. Radio and TV masts or aerials (indoor antennas excluded).
9. Live Christmas trees.
10. Firearms, weapons, paintball guns, fireworks, explosives, chemicals, and firecrackers.
11. Dart boards.
12. Unprotected circulating fans.
13. Weightlifting apparatus.
14. Use of music amplifiers and/or resonators.
15. Kerosene lamps and other highly flammable substances (such as gas-containing devices).
16. Neon signs and strings of lights (e.g., Christmas lights).
17. Furniture such as chairs, couches, mattresses, etc., other than those provided by the University.
18. Halogen lamps.
19. Motor vehicles of any kind, including, but not limited to, mopeds, motorcycles, and motorbikes.
20. Possession of candles or incense, including decorative candles.
21. Electrical heat producing appliances (stoves, George Foreman grills, toaster ovens, hot plates, coffee makers, and heating units).
22. Extension cords or outlet adaptors; except for surge protectors.
23. Hair dryers requiring over 1500 watts of power.

If any of these items are found in your room it will constitute a violation of the Residence Hall Contract and Agreement and may result in a referral for disciplinary action.

DISCIPLINARY PHILOSOPHY

The Office of Residential Student Services strongly holds to the ideal that we are bound to facilitate education for the personal growth of Kean University students. The primary reason a disciplinary system exists is to help resident students realize that groups of people living together need policies; not to restrict, but rather to maximize personal freedom and to make life generally more pleasant.

We strongly believe that every experience in a student's life can be educational. A student's education at the University is not limited to an expansion of his or her academic knowledge, but should include the development of an appropriate moral and ethical code that allows him or her to function properly in society. Furthermore, a student's education should include an awareness of his or her responsibilities to others and how he or she is cognizant of his or her status as a member of a social group and how to live within the rules necessary for proper functioning of that and other groups in society.

In essence, the goal of student discipline is education. It is intended to serve this purpose by identifying socially unacceptable behavior and to ensure that the student adapts to the norms of the University community while simultaneously providing for the needs of the individual student. Of course, to impress upon the student the inappropriateness of his or her past behavior and the need for appropriate behavioral change, punitive action may be necessary. As a last resort, suspension or dismissal may also become necessary in certain cases. This may be the case when the student's conduct is either a flagrant violation of his or her fundamental responsibilities as a student, or presents a serious detriment to the welfare of the University community, or is of a continuing and intentional nature indicative of the improbability of the student's willingness to make the necessary behavioral modification.

Such an approach is not designed to impose rigid standards for acceptable behavior, but to give consideration to individual differences in each case. Action is taken only after careful exploration of the motivation of the student, as well as of the circumstances surrounding the situation. Any atypical incident, whether major or minor, that involves students will be treated individually in terms of unique problems for the student and the University community. This point of view presupposes that actions taken in apparently similar cases may not always appear to be consistent. Consistency is determined in this situation by the concept of individual solutions to problems; that education is more personally valuable if it is tailored to particular situations in which individual interests may be overlooked.

Therefore, prevention and re-education are the two basic functions of discipline. Prevention necessitates an awareness of potential areas of trouble and a concern with helping students before they get into difficulty. Re-education involves assisting the student to reorient and redirect himself or herself constructively with respect to his or her social, personal and ethical development.

The Office of Residential Student Services disciplinary structure is designed to outline the procedures used in the residential area and to clarify the expectations we hold concerning student behavior on campus.

COMMUNITY STANDARDS HEARING PROCESS AND PROCEDURES

General Process

A report in regard to a policy violation of a residential student for violations of the Office of Residential Student Services handbook may be made in writing by anyone who feels the Office of Residential Student Services policies have been violated. An Incident Report should be completed as soon as possible following

the incident. An Incident Report form is online at the Office of Residential Student Services website, www.kean.edu/~reslife. The report should include as much detail of the alleged violation as possible and to the degree possible include specific references to that part of the Office of Residential Student Services policies that were violated.

The report must include the alleged actor's name, campus address and telephone number and as much information as is known about the person(s) accused. If there are any witnesses, their names and campus addresses should also be provided if known. There should be as much detail as possible. In exceptional circumstances, provisions may be made to protect the identity of reporters and witnesses upon request.

The Incident Report form or police report is submitted to the Residence Hall Director or Coordinator of Community Standards for proper review. The administrator will determine from the report if the incident indicates an alleged violation and will institute the disciplinary process as required.

Initial Investigation

Upon receipt of an Incident Communication Report or University police report, the Office of Residential Student Services designee will inquire as to the circumstances surrounding the event in question to determine whether there are sufficient grounds to believe that a violation of the Office of Residential Student Services handbook occurred.

1. Conference(s) will be scheduled to obtain a written statement from the person(s) reporting alleged violation, accused student, witnesses and/or other persons directly involved in the incident.
2. Based upon the sufficiency of the facts collected during the conference(s) and the Incident Communication Report(s) filed, a designee may investigate the circumstances surrounding the incident in question and determine whether it warrants an Office of Residential Student Services Community Standards hearing or referral. If the designee determines the facts collected and the Incident Communication Report(s) filed does not warrant further action, the matter will be closed. Such determinations are appropriate where the report filed does not violate the Office of Residential Student Services policies, and/or when there is insufficient evidence to support a reasonable belief that the policy has been violated.
3. **Interim Suspension of Housing and Visitation to Residence Halls** (Temporary Notice of Office of Residential Student Services No Trespass)
4. Pending the completion of the Office of Residential Student Services designee's investigation and subsequent hearing process, the designee is authorized to place an accused resident student on Temporary Notice of Office of Residential Student Services No Trespass for reasons related to his or her physical or emotional safety and well-being, to protect the integrity of the investigation, pending the outcome of a psychological or medical assessment and/or for reasons relating to the safety and well-being of students, faculty, staff, or University property. During the Temporary Notice of Office of Residential Student Services No Trespass the accused resident student is not permitted nor privileged to visit, nor occupy, or enter any room/apartment, or residential structure, or property in the immediate area and surrounding the residence halls (including the computer

labs in Dougall Hall and the New Upper-class Residence Hall, the residence halls quad area, the area immediately surrounding the Whiteman, Dougall, New Freshman, and New Upper-class halls, and the Residence Dining Hall), for any reason, on foot or in a vehicle without prior permission from the Office of Residential Student Services. Failure to comply with Office of Residential Student Services Temporary Notice of No Trespass may result in arrest by Campus Police. If items are required from the resident student's room/apartment during this time the resident is required to contact the Office of Residential Student Services to set an appointment to retrieve items. The resident student is permitted to attend classes during this interim suspension of housing and visitation from the residence halls. Whenever such action is taken, an Office of Residential Student Services community standards hearing will be convened within ten (10) business days, unless an extension is agreed upon. The Office of Residential Student Services community standards hearing process is outlined below.

5. **Office of Residential Student Services No-Contact Order**
6. The Office of Residential Student Services may impose a No-Contact Order between residential students when the fear of retaliation and/or harassment may be present. Specific instructions will accompany the No-Contact Order outlining to all parties the expected behavior including face-to-face contact, correspondence, e-mail, instant message or telephone. Friends and relatives are also prohibited from contact on behalf of either party.

Student Notification/Conference

Following the occurrence of an incident, the student shall receive a Notification Letter along with an Acknowledgement of Receipt Letter informing the student of the forthcoming conference appointment. The letter will indicate the time, date and location required to meet with the respective administrator. In the event that the appointment scheduled conflicts with the student's schedule, it will be the student's responsibility to notify the administrator to reschedule the appointment within 24 hours of the meeting time.

Three attempts will be made to the student regarding notification. Following the third attempt and having made no contact, a decision will be made concerning the alleged violation or violations without the student's input and/or presence based upon the information provided in the Incident Report.

As a student allegedly involved in an incident or witness to an incident, the Office of Residential Student Services cannot stress enough the importance of contacting the Residence Hall Director as soon as possible.

Disciplinary Conference

The student will meet with the respective administrator and must provide a statement of the incident in writing on an Incident Report form. Incident Report forms may be obtained at the time of the conference, the community center in the residence halls, or the Office of Residential Student Services.

The student will be permitted to present witnesses and/or information on their behalf at the scheduled conference. In addition, a student may attend the conference with an advisor; however, the advisor will not be permitted to participate in the conference directly. The advisor may communicate only through writing, outside communication, or prior to the beginning of the disciplinary process.

A student wishing to review documented reports of the alleged incident may do so via the Office of Residential Student Services prior to the date of the conference. Following the conference, the appropriate sanction and/or sanctions will be determined pending any further investigation.

Standard of Proof

The Standard of Proof to find a student responsible for a violation is known as preponderance of evidence. This is equated to 50.1% that the student was responsible for the violation; in other words, more likely than not. Once the Office of Residential Student Services establishes that the incident occurred, it is the student's responsibility to prove that s/he is not responsible.

Decision Letters

A student will receive a Decision Letter once the disciplinary investigation process is completed. A Decision Letter will provide the student with a basic chronology of events, alleged violations, sanctions (if any) and appeal information. There is no specific time limit regarding the distribution of a Decision Letter although timeliness is stressed. Should a student wish to appeal the decision, a deadline will be provided. For further information regarding the Appeal Process, please review the Appeal Process section below.

Appeal Process

Students are given the opportunity to request an appeal an administrator's decision to the Assistant Vice President for Residential Student Services (or designee). A student shall have the right to request an appeal on any of the following criteria:

1. Violation of Student's Rights: the student believes that there was substantial and prejudicial failure to follow procedures as stated within the student's rights.
2. Severity of Sanction or Sanctions: the student accepts responsibility for the violation and/or violations but believes that the sanction or sanctions are unduly severe.
3. New Evidence: the student is able to provide additional evidence that was not available at the time of the conference.

The written appeal request must state the reason or reasons for the request (any one or combination of the above). Students will have two (2) business days to submit a letter requesting an appeal. Upon receipt of the Appeal Request Letter, the initial sanction or sanctions may be temporarily suspended, based upon the discretion of the respective administrator, until an Appeal Conference Decision is completed (this can include Notices of No Trespass).

Conduct of Assistant Vice President for Residential Student Services, or Designee Regarding Appeals

1. The Assistant Vice President for Residential Student Services (or designee) will review the student's written request for an appeal within five (5) business days of receipt to determine whether there are sufficient grounds for an appeal.
2. If the Assistant Vice President for Residential Student Services (or designee) determines that there are not sufficient grounds for the appeal request, the student will be notified in writing within five (5) business days.

3. If the Assistant Vice President for Residential Student Services (or designee) determines that there are grounds for an appeal s/he may:
 1. Reverse, sustain, or modify the decision, and adjust the sanction;
 2. Reconsider the complaint in light of the identified basis for granting the appeal, including interviewing parties/witnesses, implementing procedural charges, or conducting a new hearing;
 3. Remand to the original Hearing Officer for reconsideration of complaint with specific instructions. The Hearing Officer will interview parties/witnesses, implement procedures as directed and issue a final decision, as appropriate.
4. The decision of the Assistant Vice President for Residential Student Services (or designee), will be final within the residential disciplinary structure.
5. **Appeals may occur only once:**
 1. From the Residence Hall Director to the Coordinator of Community Standards.
 2. From the Coordinator of Community Standards to the Assistant Vice President for Residential Student Services (or designee).

Student's Rights

Each student living within the residence halls has rights that are recognized by the disciplinary system.

These rights are as follows:

1. To be assumed not responsible by the Office of Residential Student Services administrator until found responsible, by greater weight of believable evidence, of unacceptable behavior.
2. To be informed by the Office of Residential Student Services administrator of the minimum and maximum sanctions that may be imposed.
3. To be provided with written notification of the specific charges by the Office of Residential Student Services administrator.
4. To be informed that written or physical evidence collected may be presented during the conference.
5. To review the document file and documentation prior to the scheduled conference.
6. To have an advisor present during the conference.
7. To present witnesses with knowledge of the incident for the conference.
8. To have a fair disposition of all matters as promptly as possible.

Mitigating and Aggravating Circumstances

If a resident is found responsible for a violation of any Office of Residential Student Services policy and/or procedure the administrator involved in the sanctioning process may consider mitigating and aggravating circumstances in recommending or imposing a sanction.

1. Factors that may be considered, after responsibility has been determined, are:
2. Present attitude of respondent.
3. Past administrative or disciplinary record of the respondent.
4. The severity of damage, injury or harm resulting from the offense.

5. Whether the violation involved an action directed at another because of his or her racial, religious or ethnic background or gender.
6. Whether the respondent promptly took responsibility for his or her violation.
7. The respondent's honesty (or lack thereof) and cooperation with staff during the investigation of the violation and subsequent administrative disciplinary proceedings.

Given the seriousness of the charges regarding the possible termination of a student's Residence Hall Contract, mitigating circumstances are less likely to affect sanctions for violations of lesser charges.

OFFICE OF RESIDENTIAL STUDENT SERVICES SANCTIONS

Violations of Office of Residential Student Services policies and/or procedures may result in a resident having to face a range of administrative sanctions. The sanctions include, but are not limited to:

1. **Written Letter of Warning** – further violations may result in additional disciplinary action. The student is expected to familiarize themselves with the Residential Student Services Handbook. Warning Letters cannot be appealed.
2. **Housing Probation** – probation is a serious sanction and is deemed as the final warning. Further violations of any Office of Residential Student Services policies and/or procedures may be grounds for termination of a resident student's Residence Hall Contract. Probation may be imposed for six months or one year, but not limited to, depending upon the severity of the violation.
3. **Residence Hall Contract Termination** – termination of the Residence Hall Contract will be imposed as a result of a progression of sanctions, or immediately, depending upon the violation. The conditions of the Residence Hall Contract Termination are as follows:
 - Resident is notified that their Residence Hall Contract has been terminated and they must vacate their current space within forty-eight (48) hours.
 - Residents are prohibited from re-entering the Residence Halls or surrounding areas. This additional sanction is known as a Notice of No Trespass and, if violated, may result in suspension/expulsion from the University and/or campus police action.
 - The period of termination is stated in the Decision Letter and students may reapply for housing at the termination of their housing suspension and/or completion of sanctions. Assignments will be made if space is available.
 - Students may receive a refund for housing charges based on the date of their termination and based on the Office of Residential Student Services refund policy.
4. **Written notification to the Office of Community Standards and Student Conduct for further University disciplinary action.**

Office of Residential Student Services Sanctions (Supplemental)

Alternative sanctions may be educational in nature so as to assist the students in fostering more of their own personal growth and development as well as to enhance the community at large. Some common alternative sanctions are as follows:

1. **Alcohol Education Class (“Choices”):** this class addresses issues surrounding the use of alcohol and its effects on the body as well as the community. The class is supervised by the Counseling Center. Students mandated to attend will receive written notification of dates, times, and locations.
2. **Drugs/Narcotics Education Class (“Alternatives”):** this class addresses issues surrounding the use/abuse of drugs and/or narcotics and their effects on the body as well as the community. Students mandated to attend will receive written notification of dates, times, and locations.
3. **Community Service/Educational Projects:** are assigned in addition to, or in lieu of, a specified sanction. Such service and/or projects may be completed under the supervision of Office of Residential Student Services personnel.
4. **Fines/Restitution:** fines for violated policies and/or procedures or restitution of damage to property.

Please be aware that failure to complete a supplemental sanction may result in further disciplinary action.

Notice of No Trespass

A “Notice of No Trespass” means that an individual by law is not permitted, nor privileged to visit upon, nor occupy, or enter any apartment, or resident structure, or property in the immediate area and surrounding the residence halls (including the residence hall computer labs, the residence hall dining facility, the quad area, alternative housing locations and the area immediately surrounding Whiteman, Dougall and the new residence halls) of Kean University. This Notice is issued to individuals who have committed serious University/Office of Residential Student Services offenses and/or violations of the law or who have had their Residence Hall Contract terminated by the Office of Residential Student Services. A student is required to receive written notification of the Notice of No Trespass when the Residence Hall Contract is terminated. A Notice of No Trespass cannot be appealed.

A Notice of No Trespass may also be issued when immediate removal from the residence halls is required pending the investigation of serious violations deemed as such by the Office of Residential Student Services. This is a precautionary measure for all involved, including the residential community, and does not assume responsibility. This may be done for non-resident students and non-students alike.

A student may be required to continue abiding by this notice from the Office of Residential Student Services until a decision is made regarding the violation.

A review of a student’s disciplinary file will be initiated upon his or her request once the sanction has been completed or a decision has been reached. The Office of Residential Student Services reserves the right to extend the suspension of housing, deny an application for housing or complete placement for housing based upon the severity of the violations/sanctions in the disciplinary file.

GENERAL POLICIES

ALCOHOL POLICY

In New Jersey, it is unlawful for any person under the legal drinking age of twenty-one (21) to purchase alcoholic beverages or to misrepresent his or her age for the purpose of purchasing or consuming alcoholic beverages. In New Jersey, it is unlawful for any person who has not reached the legal drinking age to consume or possess alcoholic beverages even in the privacy of his or her own home. **Students in violation of this policy will face arrest by the Kean University Police Department and will be required to follow Union Township/Union County Court procedures.**

Alcoholic beverages are not permitted in the residence halls. Empty alcohol containers are also not permitted. Anyone allowing consumption or distribution of alcoholic beverages to minors is subject to University and legal action. No kegs or beer balls (empty or full) are allowed in any of the residence halls or the surrounding areas. Kegs and beer balls are automatically considered a third violation and the termination of the Residence Hall Contract will occur. Open containers of alcohol within any of the residence halls and the surrounding areas are prohibited. Violators are subject to fines and legal action.

A system of fines and/or disciplinary action **based on the amount of alcohol and the severity of the violation** has been established by the University (not necessarily in this order depending upon the severity of the violation):

Students in violation of this policy will face arrest by the Kean University Police Department and will be required to follow Union County Court procedures.

First alcohol violation: \$75.00 fine (payable by a check or money order to Kean University) within ten (10) working days, a written warning, and mandatory attendance to the Alcohol Education class ("Choices").

Second alcohol violation: \$125.00 fine (payable by check or money order to Kean University) within ten (10) working days and the housing sanction of probation.

Third alcohol violation: termination of Residence Hall Contract within forty-eight (48) hours. Parental Notification will occur if the resident is under the legal drinking age.

Fines regarding violation of the alcohol policy may only be paid via the Office of Residential Student Services. Fines will not be added to the Summary of Charges card.

Failure to follow through with any of the above conditions may result in termination of a student's Residence Hall Contract.

COMMUNITY KITCHEN POLICY

Each Community Kitchens is for the use of all residents who reside in the building. Students are allowed to use all appliances within the kitchen according to the posted instructions. It is an expectation that residents using the kitchens keep them clean and adhere to the following rules:

- Always stay with and monitor your food

- Turn the handles of your pots and pans inward
- Ensure stoves and appliances are turned off when finished using them.

Students should report any appliances that do not work to the Resident Assistant on duty or the Hall Director.

Community Kitchens are located in Bartlett Hall, Burch Hall, New Freshman Residence Hall, New Upperclass Residence Hall, Rogers Hall and Sozio Hall. To gain entry residents must use their Cougar ID Card.

COPYRIGHT COMPLIANCE AND ELECTRONIC FILE SHARING OF MEDIA

Please view the Copyright Compliance and Electronic File Sharing of Media Policy by [clicking here](#).

DRUGS AND NARCOTICS POLICY

The possession and/or use of illegal drugs and/or narcotics is a criminal offense in the state of New Jersey. Students of Kean University may not possess, be in the presence of, distribute, sell or use illegal drugs or drug paraphernalia in the University residence halls, on campus, or in off-campus residences. Students exhibiting or distributing drugs will face disciplinary action by the University as well as prosecution by legal authorities.

Students in violation of this policy will face arrest by the Kean University Police Department and will be required to follow Union Township/Union County Court procedures.

The Office of Residential Student Services reserves the right to terminate or suspend the Residence Hall Contract of any resident student possessing, using, selling or distributing illegal drugs.

Drug and Alcohol Policy – Parental Notification

The Family Educational Right to Privacy Act amendment of 1998 authorizes Kean University to notify the parents/guardians of students who are under the age of twenty-one (21) and found in violation of the University's Drug and Alcohol Policy.

The Kean University Drug and Alcohol policy provides for parental notification when a student is under the age of twenty-one (21), and is found responsible for violating the University's Drug and Alcohol Policy, and is sanctioned at a level of probation or above.

A student under the age of twenty-one (21) who has been found responsible for violating the University's Drug and Alcohol Policy and is sanctioned with disciplinary probation or above, will be informed by the Coordinator Community Standards (or designee), of the University's intent to notify his/her family.

The student will be required to notify his/her family by verbal and written communication once a decision has been reached regarding the disciplinary sanction.

GAMBLING

Gambling of any kind is not permitted in the University residence halls or anywhere on campus or in off-campus residences. Bribery for residence life privileges is also forbidden.

GUEST POLICY

The Office of Residential Student Services utilizes an electronic guest monitoring system in each of the residence hall security offices. This system will assist the office in managing guest information, enforcing the visitation policy and providing security services to the residential community.

The use of guest monitoring system is expected to reduce resident host/visitor processing times and with its real time tracking update immediately the identities and numbers of visitors in the residence hall facilities. It is a comprehensive software package for visitor management and identification tools. Features include:

1. Reduced time to process visitors.
2. Increased security in the residence halls.
3. Production of bar code electronic guest passes and log-in information.
4. Driver's license scanner to capture and store information.
5. Maintain frequent visitor list to reduce data entry time.
6. Web-based service so that residents can pre-register guests.

VISITATION PROCEDURES

Residence Hall Security Procedures for Residents

For the purposes of the Kean University visitation policy:

- A **resident student** is defined as a student who lives in the residence halls at Kean University.
- A **resident host** is defined as a student who is assigned to a residential space in a particular hall and signs in a guest or resident visitor.
- A **guest** is a non-resident, defined as someone who is not assigned a residential space in the residence halls at Kean University.
- A **resident visitor** is defined as a student who is not assigned to a residential space in the residence hall in which the resident host lives.

Violations of any desk/security policies and/or procedures will subject the violator to the following sanctions (but not necessarily in this order depending upon the severity of the violation):

- First desk/security violation: a Letter of Warning.
- Second desk/security violation: a Letter of Probation.
- Third desk/security violation: Termination of the student's Residence Hall Contract.

The Desk Assistant will be present in the entrance of each building from 8:00 a.m. to 12:00 a.m. and a professional security officer will be present from 12:00 a.m. to 8:00 a.m. covering the desk twenty-four (24) hours a day, seven (7) days a week.

1. Resident students may be permitted to move freely from one residence hall to another utilizing their Cougar ID card between the hours of 8:00 a.m. to 12:00 a.m.
2. Resident visitors from other halls must be signed in to the residence hall by the resident host between the hours of 12:00 a.m. and 8:00 a.m. The resident host is required to present their Cougar ID card to the desk security staff person. The Cougar ID cards for both the resident host and the resident visitor will be verified by the card access system. The desk security staff person will swipe each card for verification of residency and collect the Cougar ID card of the visiting resident. Upon exiting the building, the visiting resident will retrieve their Cougar ID from the security desk. The resident visitor and resident host information will be logged into the guest software program.
3. Resident visitors must be escorted by the resident host at all times.
4. The resident host is expected to escort his/her resident visitor upon exiting the residence hall.
5. Resident visitors who are found to be living illegally in an apartment not assigned to him/her will be subject to disciplinary action. Guests who are found to be living illegally in the residence halls will subject their hosts to disciplinary action.
6. As a result of fire safety code policies, a resident may have no more than two (2) visitors and/or guests at any one time including overnight guests.
7. Violation of the policies and/or procedures will result in disciplinary action.
8. See Overnight section for information regarding overnight guests.

Residence Hall Security Procedures for Guests

All guests must sign-in between 8:00 a.m. and 2:30 a.m. All guests must sign out by 3:00 a.m. Any student that is signed in between 3:00 a.m. and 8:00 a.m. will be considered an unscheduled overnight guest. All guests must be escorted at all times by the resident he or she is visiting. A guest may contact a resident by following these steps:

1. Make arrangements prior to coming to campus to meet at the front desk at a designated time.
2. If contact to a room or apartment cannot be made and host is not available the guest will be denied access to the building.

RESIDENCE HALL ENTRY

1. All guests must enter and exit the building via the front door only. Side exits are for emergency use only, and are wired into the fire alarm system. These doors are locked for your protection. Residents permitting persons to enter or leave the building through windows or emergency exits will subject the apartment resident(s) to a fine of \$75.00 each and disciplinary action. The same applies to residents and/or guests found propping open doors and any resident or guest caught entering the building in this manner. Offenses may result in dismissal from the residence halls.
2. Guests must leave a valid Driver's License or an issued photo ID by a state Motor Vehicle Agency. **(Guests will not be able to use their Cougar ID card, passport, Green Card,**

employee ID, student ID from another institution etc.). Any resident visitor/guest caught with fake identification will be subject to disciplinary action. The fraudulent identification will be confiscated and turned over to Campus Police.

3. Each resident is permitted a maximum of two (2) guests at any one time. All guests must leave a valid Driver's License or an issued photo ID by a state Motor Vehicle Agency with the security desk upon entering the building.
4. All guests must be signed out by 3:00 a.m. Failure to comply with this policy will result in disciplinary action and/or fines by the Office of Residential Student Services. Residents are responsible for making sure that their guests leave by the designated time period.
5. Any guest who fails to sign out by 3:00 am will be considered an unscheduled overnight guest. The host is responsible for following the security procedures and the guest policy. Failure to do so will result in an unscheduled overnight visit. If it is a weekend, the guest's identification may be obtained from the Residence Hall Director via the community center or security desk. All identification not obtained will be available in the community centers.

HARASSMENT, INTIMIDATION, AND BULLYING POLICY

Students are prohibited from engaging in harassment, intimidation or bullying. A student will be found responsible for harassment, intimidation or bullying if he or she engages in conduct, including any gesture, written, verbal or physical act, or any electronic communication (which includes e-mails, text messages, and Internet postings on websites or other social media), whether it be a single incident or series of incidents, that occurs on the University's campus, through use of University facilities, or at any function sponsored by the University or any University-related organization, on or off-campus; that is so severe or pervasive and objectively offensive that it substantially disrupts or interferes with the orderly operation of the University or the rights of any student or other member of the University community; and that:

1. involves intimidation or threats to another person's safety, rights of personal privacy and property, academic pursuits, University employment, or participation in activities sponsored by the University or organizations or groups related to the University; or
2. a reasonable person should know, under the circumstances, will have the effect of insulting or demeaning any student or group of students; or
3. creates an intimidating or hostile environment by substantially interfering with a student's education, or by materially impairing the academic pursuits, employment or participation of any person or group in the University community, or by severely or pervasively causing physical or emotional harm to the student or other member of the University community; or
4. a reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a student or other person or damaging the person's property or placing him/her in reasonable fear of physical or emotional harm to his/her person, or to any member of that person's family or household, or of damage to his/her property.

2. **Discriminatory Harassment, Intimidation or Bullying**

3. A student will be found responsible for discriminatory harassment, intimidation or bullying who engages in conduct described above as "harassment, intimidation, or bullying" which the student directs at a specific group or individual, based upon race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression, or any other characteristic protected from discrimination by the New Jersey Law Against Discrimination, NJSA 10:5-4.
4. **Sexual Harassment**
5. A student will be found responsible for discriminatory harassment who engages in conduct described above as "harassment, intimidation or bullying" which the student directs at a specific individual based on sex, or which would not have occurred but for the individual's gender, or gender identification, which conduct is unwelcome and substantially interferes with work, educational performance or equal access to the University's resources and opportunities. Sexual harassment is a violation of Kean University's Statement on Equal Opportunity, Affirmative Action, Sexual Harassment and Tolerance as well as Title IX of the Education Amendments of 1972, and Title VII of the Civil Rights Act of 1964 (as amended in 1991). Under certain circumstances, sexual harassment may constitute sexual assault or abuse. The University will fully comply with all relevant civil laws prohibiting sexual harassment and all criminal laws concerning sexual assault. Please see the University policy on sexual misconduct at www.kean.edu/KU/Sexual-Misconduct-Policy.

KEAN UNIVERSITY COUGAR ID CARD POLICY

The Kean University Cougar ID card permits you access into the residence halls and your meal plan. Should you lose your Kean University Cougar ID card a replacement fee of \$15.00 will be charged. Students must visit the Office of Student Accounting on the 3rd floor of the Administration Building to obtain a new ID and make payment arrangements. It is an expectation of all resident students to utilize their Cougar Identification card in order to gain proper access to all residential facilities. Should students be in violation of this policy or found to be abusing these privileges, disciplinary action will result, which may include the termination of the housing contract.

Complications that have arisen from a lost, stolen, misplaced or damaged card may be rectified in the Office of Residential Student Services. Please speak with someone in the Office of Residential Student Services concerning any of the aforementioned issues and subsequent payment.

KEY AND LOCK OUT POLICY

Two (2) keys are issued to each student upon arrival to the residence halls and the new residence halls. The room and mailbox keys must be returned upon termination of the Residence Hall Contract or when vacating the residence halls during breaks.

In the apartments and the new buildings, the same key will open the apartment and bedroom, while the second key will open the mailbox door. In Whiteman and Dougall, separate keys will open the room and

mailbox doors. The loss of a key creates a security problem for the individual apartment/room and building. Under no circumstances are keys to be loaned or reproduced. The lending of keys is a violation of the Residence Hall Contract and will subject the resident to disciplinary action. Should you lose any or all of your apartment/room keys, students must report it immediately to the Office of Residential Student Services; a lock change charge will be assessed at the end of the semester. It is your responsibility to visit the Office of Residential Student Services located in Whiteman Hall to obtain the new keys.

Any student locked out of his or her apartment/room should first attempt to contact a roommate or apartment mate. If he or she is unavailable, the resident may sign-out apartment/room keys through the Office of Residential Student Services during the hours of 9:00 a.m. to 5:00 p.m. for a twenty-four (24) hour period only. For lock outs between 6:15 p.m. and 12:00 a.m., students may contact the Resident Assistant on Duty in their respective building. The resident must provide proper identification if a door is to be opened; otherwise the staff member may refuse access. This service is a courtesy performed by the residence hall staff and should not be abused. Students requiring three or more lockouts during a semester will be referred for disciplinary action in the interest of safety for the community, the lock will be changed and the associated costs will be assessed to the resident.

Students are expected to carry their keys and keep their doors locked at all times. Doors that are left unlocked may also be an invitation to theft or injury. Doors left unlocked will be locked by the Residential Student Services staff and students will have to gain access to their room via the RA on duty. Repeated failure to lock doors may result in disciplinary action and/or fines.

Key Replacement Fees

- Whiteman & Dougall - \$30
- Bartlett, Burch, New Freshman, Rogers, & Sozio - \$80
- New Upperclassman (2 bedroom apartment) - \$80
- New Upperclassman (3 bedroom apartment) - \$105

MISSING STUDENT NOTIFICATION POLICY AND PROCEDURE

To view the Missing Student Notification Policy and Procedure, please [click here](#).

OUTDOOR ACTIVITY POLICY

The Kean University residence halls provide housing accommodations for students for the main purpose of facilitating academic learning. A quiet and healthy living environment is required for effective study. Often residents, as well as nearby community neighbors, experience unacceptable negative effects from loud music and/or unruly behavior in the outdoor area or sports playing in the quad walkways. It is expected that the University should provide a reasonably quiet and safe study environment for the residents.

This policy has been developed to safeguard everyone's rights and provide a reasonably quiet living environment. The primary purpose of this policy is to regulate, in accordance with University policies and Union municipal ordinances, the prohibited activities within the residence hall outdoor areas and to stipulate conditions and sanctions for violations.

To control high volume and unruly behavior in the residence hall outdoor areas during the academic year, no one will be permitted to play outdoor games, specifically football, baseball, lacrosse or field hockey, in the residence hall quad or on any roads and/or pathways adjacent to any residential facilities. These sports may be played in the University recreational facilities, athletic fields, or the grassy areas between Sozio Hall and Rogers Hall or the grassy area behind Dougall Hall. Any other sports such as Frisbee, jump rope, etc., will be allowed at the discretion of the Residence Life staff.

This policy further stipulates that when individuals are found creating high volumes and/or engaging in unruly behavior in the outdoor area after 10:00 p.m., they will be subject to disciplinary action and/or legal action. Please also refer to policy number 31 as it pertains to various sports and recreational equipment that is prohibited in areas adjacent to the residential facilities.

In support of the information above as well as to ensure student safety and security within the residence hall community area, no one will be permitted to gather and remain in the quad area Dougall Hall patio, and the New Residence Hall Courtyard areas between the hours of 3:00 a.m. and 8:00 a.m. Noncompliance may result in disciplinary action and/or immediate suspension from the residence halls.

OVERNIGHT GUEST POLICY

The right of a student to live in reasonable privacy takes precedence over the right of his or her roommate to entertain guests in the room or apartment. In the practical application of determining when resident visitors/guests should be invited to the room, common sense and mutual respect should prevail. Those resident visitors/guests who are found to be living illegally in the residence halls will subject their hosts to disciplinary action. Residence hall students are expected to follow the Overnight Guest Policy.

All guests are expected to abide by Kean University policies and procedures. Resident hosts are responsible for the actions of their resident visitors/guests and are subject to disciplinary action if their resident visitors/guests violate University policies and/or procedures.

The University reserves the right to deny violators visitation privileges on a permanent basis. These individuals will be viewed as trespassers and are subject to arrest.

Overnight guests are permitted in the residence halls by pre-registering guests via the visitation software system link that can be found in the RSS website. Each host must complete an overnight pre-registration form which includes the first name and last name of their guest, the days the guest is coming in for (note that students are only allowed to have guests no more than 3 consecutive nights in a row) and their guest date of birth. If the guest is a minor or an international student please read what is necessary for those students in the appropriate sections below. Once the form is completed by the host, all roommates and suitemates will receive an email to go to the visitation portal to approve or deny the overnight requests. Hosts will not be allowed to have their overnight guest request honored unless all roommates and suitemates approve the requests.

In addition, the following procedures and conditions must be adhered to:

- 1. A resident may have an overnight guest no more than three (3) consecutive nights or twenty (20) days during a semester.**

2. **A guest** of the halls may not be an overnight guest in the residence halls more than three (3) **consecutive nights or twenty (20) days during a semester**, whether with the same host or a different host each night. The guest will be automatically be banned from exceeding the parameters set above.
3. An individual guest of a particular room may not be an overnight guest in another room.
4. A resident host may have no more than two (2) overnight guests or regular guest at one time.

Guests who visit unexpectedly have a direct impact on the ability of roommates and suitemates to live comfortably in their rooms. Residents should make every effort to follow the procedures in order for their guests to have a pleasant visit. Even if it is an unexpected guest, host must complete a pre-registration form and contact their roommates and suitemates to approve the request.

Residents will be permitted four (4) unscheduled overnight visits over the course of the semester. Requests beyond the limit of four will not be approved. Failure to adhere to this policy will result in a disciplinary conference in which visitation privileges can be terminated.

Visiting Children

Use of the Visiting Children Policy should be with mutual agreement of all roommate(s). In the event the roommate(s) does not consent, students and their child guest may meet in lounges or other common areas.

The following policy is in place for all guests under the age of eighteen (18):

1. Guests under the age of eighteen (18) are permitted to visit before 3:00 a.m. in accordance with the Guest Visitation Policy and proper registration with the building's Residence Watch sign in procedures and the Residence Hall Director. Most guests under the age of eighteen (18) do not have proper identification. Thus, residents wishing to have visitors under the age of eighteen (18) must make arrangements with the Residence Hall Director prior to their guest's arrival for admittance into the residence hall. Proper paperwork will need to be submitted including an Emergency Contact Information Card (this may be obtained through the Residence Hall Director). Arrangements may be made during business hours, Monday through Friday 9:00 a.m. to 5:00 pm in the community center located on the first floor of every residence hall.
2. Guests must be at least 13 years of age or over to stay overnight in the residence halls in accordance with the Overnight Guest policy as stated on page 44. Requests must be in writing and submitted with the Overnight Guest Form to the Residence Hall Director at least twenty-four (24) hours in advance. Proper paperwork including the Emergency Contact Information Card will need to be submitted with requests with roommate's and suitemate's signatures. Special permission will be granted in writing to the resident by the Residence Hall Director. Please note that restrictions will apply to the number of overnights per month.
3. All overnight guests must be authorized by the Residence Hall Director and approved by the roommate and/or suitemate.

4. While visiting, minors must always be under the supervision of the hosting parties. Failure to adequately supervise minor guests may result in termination of housing privileges for a period of not less than one semester.
5. Babysitting is not permitted in any Kean University residential facility.

All guests must abide by all Kean University, local, state, and federal regulations.

PAINTING POLICY

The painting of rooms or doors is prohibited in the residence halls.

PACKAGE INSPECTION POLICY

The security staff may request resident students or guests to display items in their bags if there is a suspicion of illegal items such as alcohol entering the residence hall. Students and guests are expected to comply with this directive. A resident or guest who refuses the request will be denied access into the residence hall. Additionally, the situation will be documented and forwarded to the residential student services staff.

PARKING POLICY

Freshman students may not have vehicles on campus. Letters for consideration may be forwarded to the Office of Residential Student Services located in Whiteman Hall with supporting documentation from medical personnel or employers.

Students may park in the white lined spaces only. Students are encouraged to utilize the Residence Life shuttle service for off-campus services. Be advised that from 3:00 a.m. to 6:00 a.m. daily, parking in campus lots will not be permitted except for the section of the Vaughn-Eames parking lot near North Avenue (behind the covered barrier). Signs have been posted to inform as necessary. **Also be advised that students are not permitted to park in the Downs Hall and Dougall Hall parking lots. Unauthorized vehicles will receive tickets accordingly. See Automobiles on page 46 for further information.**

PASSING YOUR KEYS OR COUGAR ID CARD

Giving your key and/or Cougar ID Card to any person is a violation of policy. The passing of such items will subject the violator to disciplinary action including the possible termination of their Office of Residential Student Services Contract and Agreement. If found passing your key and/or ID card, guest privileges will be forfeited for that evening.

Passing of keys or Cougar ID cards will subject the violator to the following sanctions (but not necessarily in this order depending upon the severity of the violation):

1. **First time violators:** a \$75.00 fine (payable by check or money order to Kean University within ten (10) business days) and a Warning Letter.
2. **Second time violators:** a \$100.00 fine (payable by check or money order to Kean University within ten (10) business days) and Housing Probation.
3. **Third time violators:** TERMINATION of the student's Residence Hall Contract.

Residents who pass their Cougar ID Card to other residents or guests are subject to fines, disciplinary action, and possible termination of the Residence Hall Contract.

PEER TO PEER FILE SHARING

Unauthorized distribution of copyrighted material may subject you to civil and criminal liabilities. Students found responsible for unauthorized peer-to-peer file sharing utilizing the institutions's information technology system will be subject to disciplinary action. Please refer to the Copyright Compliance and Electronic File Sharing of Media Policy online at <http://www.kean.edu/KU/Policy-on-Electronic-File-Sharing-of-Media> or on page 32 for more information.

PET POLICY

In order to provide for the health, safety and welfare of all residential students at Kean University, the following pet policy has been established.

1. Students are not permitted to have animals on campus except for fish that are contained in a 10 gallon tank.
2. Students who wish to request an exception to the policy must submit documentation to the Office of Disability Services located in Downs Hall.

Failure to comply with this policy will result in disciplinary action against the owner or keeper of the pet and removal of the animal.

POSTING AND ADVERTISING PROCEDURES

Posting of any type of publicity in the residence hall areas is limited to the encased bulletin boards on each floor and in the lobby areas (nothing may be hung on individual apartment/room front doors). The encased bulletin boards are available to all University-recognized student groups and campus offices. All postings must be approved and stamped by the Office of Residential Student Services prior to distribution. The following guidelines and criteria are necessary for approval to post or distribute publicity in the residence halls:

- No residence hall room numbers or residence hall telephone numbers may be advertised.
- Discriminatory or derogatory material based on race, ethnic origin, gender, disability, age, religion or sexual orientation will not be accepted or tolerated.
- There must be no mention of alcohol or sexually explicit material.
- Graphics should be clear, concise, appropriate, and in accordance with the previously stated items.
- Publicity should be brought to the Office of Residential Student Services at least 24-hours prior to the requested posting or distribution date for approval.
- Publicity must be officially approved and stamped by an Office of Residential Student Services designee.
- It is the responsibility of the requesting person or group to take the approved publicity and make the appropriate number of copies needed for posting or distribution in each residence hall (this information is available in the Main Office AFTER the publicity has been approved). Copies must be returned to the Office of Residential Student Services at least two (2) days prior to the requested posting or distribution date for posting by the Residence Life staff.
- **NO PUBLICITY SHOULD BE POSTED ANYWHERE OTHER THAN IN THE DESIGNATED AREAS IN EACH RESIDENCE HALL. NOTHING SHOULD BE SLID UNDER ROOM/APARTMENT DOORS OR POSTED ON THE FRONT DOORS OF ANY BUILDING.**
- Don't share your address, phone number and any other personal information online.

Failure to comply with this policy will result in a Written Warning from the Office of Residential Student Services. If a group or organization is found to have repeatedly disregarded this policy, their material may be banned from posting. All material that does not comply with the above regulations will be immediately removed.

PREGNANCY POLICY

Any resident who is pregnant and wishes to live in a residence hall must submit a note from her obstetrician to the Health Services Office as soon as possible. The note must be dated and must include:

- Confirmation that the student is under the care of an obstetrician.
- Expected date of delivery.
- Permission from the physician to reside in the residence hall.
- Any other health problems or complications if applicable.
- Signature of the obstetrician.

The Director of Residential Student Services, the Residence Hall Director, and the Resident Assistants need to be advised of the pregnancy should an unexpected medical emergency arise when the Health Services Office is closed.

QUIET HOURS POLICY

The following hours have been established as quiet hours in all residence halls so that an atmosphere conducive to studying and sleeping can be maintained. 24-hour quiet hours will be in effect the last two weeks of each semester for the final exam period. It is expected that consideration for others will be exercised at all times.

- Sunday - Thursday 10:00 p.m. - 10:00 a.m.
- Friday - Saturday 1:00 a.m. - 10:00 a.m.

Some students have different class schedules and different work hours. They may work late into the night and need to rest during the daytime. If a neighbor is resting or studying, keep the volume level down. If any resident requests that the volume level in a room or apartment be lowered, residents are requested to comply regardless of whether it is during quiet hours or not, as 24-hour courtesy hours are always in effect. Noncompliance may result in disciplinary action.

The residential complex is an experience in community living, and as such, individual students must be aware of the ways in which their behavior affects others. This is particularly true of high volumes and other disturbances. It is expected that after 10:00 p.m. residents lower the volume of any stereo or television equipment so that it is not discernible. Loud music from stereo speakers, radios, and the like heard outside a resident's room or apartment, indoors or out, is strictly prohibited.

Occupants are considered residents of the Township of Union and are subject to its ordinances. Disturbances by an individual or group may result in disciplinary action as outlined in the Residence Hall Contract and a municipal fine may be applicable.

SEXUAL MISCONDUCT POLICY

To view the Sexual Misconduct Policy, please click [here](#).

SMOKING POLICY

In accordance with New Jersey State Smoke-Free Air Act (2006) smoking is prohibited in all locations within the residential facilities. Smoking is also prohibited within 25 feet of building entrances, operable first floor windows and vents providing outside air intake. This policy includes the smoking of all devices including "smokeless" cigarettes and other similar devices. Any individuals wanting to smoke in the residential area are required to adhere to these guidelines.

It is the responsibility of all members of the residential community and their guests to comply with this policy. Students alleged to be violating the Smoking Policy are subject to disciplinary action resulting in the fines up to \$100 and possible termination of the Housing Contract.

SOLICITATION POLICY

State property or facilities may not be used for personal profit, sale, and/or solicitation. Use of the residence halls for such purposes is prohibited unless authorized by the Office of Residential Student Services. This includes, but is not limited to, the commercialization of rooms, the use of apartment(s) or traditional residence hall rooms for gambling or to solicit students as patrons for private businesses. This also includes door-to-door distribution of business flyers, such as menus and discount coupons.

All outside businesses must bring materials for distribution to the Office of Residential Student Services for approval and distribution. Following approval, all items will be distributed to the building community centers. An item that is not approved will not be placed in the student mailboxes. The Office of Residential Student Services reserves the right to restrict the distribution of inappropriate materials.

TRASH AND RECYCLING POLICY

In the residence halls, each room is provided with a blue bucket for collecting recyclable materials and a waste basket for non-recyclable trash to be collected. It is the students' responsibility to take materials to centralized trash rooms and separate the contents of the blue buckets into larger bins (e.g., paper vs. cans). For fire safety reasons, the doors to trash and recycling rooms should be kept closed at all times. Large bins cannot be removed from designated trash room. Kean University custodial staff will remove trash and recycling from the residence halls.

GENERAL RESIDENCE ROOM AND HALL INFORMATION

CAMPUS EMPLOYMENT

The Office of Residential Student Services employs a number of students in the following capacities:

- ACCESS Tutors
- Community Assistants
- Computer Lab Assistants
- Customer Service Representatives
- Desk Assistants
- Desk Managers
- Resident Assistants
- Computer Lab Assistants
- Game Room Assistants

For more information regarding employment opportunities in the Office of Residential Student Services, contact the main office at (908) 737-6800. For additional employment opportunities, contact the Financial Aid Office at (908) 737-3190, or the Human Resources Office at (908) 737-3300.

CARE OF APARTMENTS AND ROOMS

Every apartment and room is furnished; including drapes and appliances. Each student has a desk, bed, chair, and wardrobe as well as living room and dining room furniture. The traditional style residence halls do not have dining room furniture or kitchen areas. Wardrobes in the rooms may not be moved. Residents who move their wardrobes are subject to fines and/or disciplinary action.

Students in each apartment and room are responsible for providing their own necessities. Students must provide their own vacuum or carpet sweeper and cleaning materials since charges are assessed against improper care and cleaning of appliances and furnishings.

Residents will be held collectively or individually responsible for the condition and cleanliness of their rooms and for any loss or damage that may occur during occupancy. Residents will have to supply their own cleaning supplies and equipment, light bulbs, etc. Charges will be assessed for damaged walls and doors. Permanently affixed furnishings may not be moved. A list of damage charges is maintained on a resident's Summary of Charges card located in the Community Center. A resident's University financial account is updated when he or she vacates the residence halls.

CLOSINGS

At the end of each academic semester, the student must move out according to established move-out procedures. Failure to adhere to these instructions will result in a \$75.00 improper check out charge. Students are requested to remove any valuables during breaks or holiday periods. The University is not responsible for any loss or damage to personal items. The residence halls are closed during the semester break in December until just before classes begin in January, upon the end of the spring semester, after Summer Session II, and just before classes begin for the fall semester.

COMMON AREA BILLING

Each resident will be held accountable for any damages, thefts, or vandalism for which they are found responsible and will be charged accordingly. Residents are encouraged to notify the residence hall staff or the Office of Residential Student Services immediately to confront individuals damaging, stealing, and/or vandalizing residence hall facilities and to inform their Resident Assistant of the incident. *In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs on a specific floor, or a common area that is used by all residents, the charges for the repairs will be divided among all residents residing in the building.*

COMMUNITY CENTERS

On the first floor of each residence hall is a community center. The community center includes the Residence Hall Director's office as well as the Resident Assistants' Office. When residents have questions, concerns, work requests, lock outs, etc., they may stop by the community center. For further information

and/or instructions the community centers are open between the hours of 9:00 a.m. to 5:00 p.m. and 7:00 p.m. to 9:00 p.m.

COMMUNITY KITCHENS

Each residence hall in the quad area is equipped with a community kitchen on the first floor. All resident students may use the community kitchens to cook snacks and meals during designated hours/days of the week. Students must swipe their id cards in order to gain access and are expected to maintain a clean kitchen at all times.

COMMUNITY PROGRAMMING

Community programs and activities are scheduled by the Resident Assistant to promote interaction and respect among the residents. Residents should notify their Resident Assistant if they are unable to attend. These socials are essential to the Office of Residential Student Services's efforts to develop a community and residents are strongly encouraged to attend as valuable information is presented.

DECORATING TIPS

Residents are held collectively responsible for damage in common areas of the building such as corridors, laundry rooms and elevators. You should contact your Resident Assistant about hanging pictures, bulletin boards and decorations. Using tape, stickers, nails and screws on walls, furniture and woodwork, including inside and outside doors, is not permitted.

DO . . .

- Bring a fan.
- Bunk beds and arrange the furniture (except for wardrobes). Residents may request a bed rail and/or ladder for bed bunks through the Community Center.
- Bring an area rug.
- Hang posters or wall decorations with Funtack™.
- Bring a phone, stereo, computer and television.
- Bring lamps (non-halogen only).

DO NOT . . .

- Hang items on your front door or put nail or staple holes in any surface.
- Install a window air conditioner or personal locks.
- Cover smoke detectors or hang items from sprinklers
- Splice the cable lines.
- Remove or damage your window screen.

- Block exits, vent ducts or radiators with furniture.
- Paint or panel walls or damage surfaces or utilize contact paper.
- Erect lofts or other structures.
- Store bicycles, unwanted furniture or luggage in hallways, lounges or stairwells.
- Remove furniture from lounges to place in your room.
- Move wardrobes from walls or store items on top of them.
- Use permanent staining or heavy duty adhesives, stickers on the walls, windows or appliances.
- Use nails, staples, thumb tacks on walls or furniture.
- Cover or decorate 10% of any wall in each bedroom or living area as a fire safety precaution.
- Use incandescent floor lamp Manufacturer: Shangyu Dong Electrical Appliance Decoration Lamp Company, Zhejiang, China – This product may overheat, posing a fire and shock hazard.

E-MAIL

Resident students are expected to check their Kean University e-mail daily. Important Residential Student Services information will be distributed to students via e-mail.

EMERGENCY IDENTIFICATION CARDS

Resident students must complete the Emergency Identification card when they move in. This card contains pertinent information should the student be hospitalized or become the victim of an accident.

EMERGENCIES

All health and physical safety related emergencies should be directed to campus police at (908) 737-4800 or x74800. In case of maintenance emergencies, notify the Resident Assistant, Residence Hall Director in the community center, the Office of Residential Student Services (between 9:00 a.m. and 5:00 p.m.), the Desk Assistant staff, or professional security officers at the desk in the lobby of each hall, or campus police at the number listed above.

EMERGENCY EVACUATION PROCEDURES

During an emergency evacuation due to electrical power shutdown, water shutdown, bomb threat, fire, etc. the Office of Residential Student Services will work with Campus Police, the Office of Facilities, Office of Campus Planning, and Student Affairs to coordinate emergency evacuation procedures.

In the event of an emergency whereby the residence halls must be evacuated the following procedures will be followed:

- You will receive a message from the Campus Alert Notification System or a Kean University official to alert you of the emergency.
- Remain calm and in your room or residence hall, unless otherwise instructed by the Campus Alert Notification System or Residence Life staff.
- A Kean University staff member will make direct contact with you to provide information and instructions.
- The Kean University website will also be an important source for instructions specific to the emergency. (www.kean.edu)
- You may contact Campus Police at 908-737-4800 or the Office of Residential Student Services at 908-737-6800 to get information regarding the emergency.

In the event of an emergency whereby the residence halls are evacuated for an extended period of time, you will be provided specific instructions. Those instructions may include any one or more of the following steps:

1. You can go home until the emergency is resolved.
2. You may stay with a friend at an off-campus location.
3. Depending upon the severity of the situation, you would be directed to an additional housing option the University would make available at an off-campus location.

- You should pack an overnight bag consisting of the following:
 1. Identification card and room keys
 2. Clothing
 3. Toiletries
 4. Medications
 5. Class books, etc.
 6. Cell phone/charger
 7. Snacks
 8. Other
- If you arrive to your residence hall after the evacuation you will be directed to see Campus Police and they will assist you.
- Kean University will provide transportation back to campus when the emergency is resolved.

Each student is expected to cooperate with the staff and Campus Police in all phases of the evacuation procedures. Students must evacuate their building completely during the emergency. Failure to evacuate will result in disciplinary and possible legal action.

EVALUATIONS

Each year the Office of Residential Student Services asks residents to complete a satisfaction survey. Information from this survey is utilized to set goals for improvements in the future. It is important that all residents participate in this survey. Your Resident Assistant will distribute the surveys at community socials/floor meetings. Residents will then complete the surveys and return them to the Resident Assistant.

FINAL EXAMS WEEK

The last week of the fall and spring semesters are identified as Finals Weeks by the University. Therefore, in order to maintain an environment conducive to the pursuit of the students' academic endeavors, the Office of Residential Student Services will strictly enforce any and all violations of policies and/or procedures, no matter how minor, to the severity of immediately dismissing from the residence hall any and/or all individuals responsible for those violations. Those individuals will also be added to the No Trespass List.

FIRE ALARM EVACUATION PROCEDURES

Planning: It is expected that you attend your respective floor/wing meetings concerning fire safety procedures. The key to successful evacuation is planning. Potential emergencies within a building may require the occupants to evacuate the building. Each apartment door has been provided with a building evacuation floor plan and evacuation guidelines. All students should familiarize themselves with the buildings they occupy, including the location of the nearest available exits and evacuation assembly areas.

If an alarm is activated, the following procedures should be followed **at all times**:

Before leaving your room, assess that it is safe to do so:

- From inside the room, check for smoke around the door cracks.
- Feel the inside door surface with the back of your hand. If it is hot, **DO NOT OPEN!**
- Seal up the cracks around the door using sheets, pieces of clothing, tape or whatever is readily available. The door may assist in preventing extreme heat and smoke from entering the room.
- Hang a sheet out the window to signal rescuers. **DO NOT JUMP!**
- Open the windows slightly to let in fresh air and let out bad air.
- Grab a wet towel. Place it over your head and face (nose and mouth) if smoke is heavy.

If it is safe to leave your room:

- Put on shoes and a jacket.
- Take the room key, Kean University Cougar ID card, and/or guest pass with you.
- Close and lock the room door.
- **DO NOT** use the elevators.
- Walk to the nearest exit and go outside. Keep all entrances clear.
- Once outside the building, report to the meeting area designated for your floor. Be sure to stay at least 100 feet away from the building and clear of all fire lanes.
- Only re-enter the building once the "all clear" signal has been given by the Office of Residential Student Services staff.

Residents should expect at least two evacuation drills per semester. Each student is expected to cooperate with the staff and campus police in all phases of the evacuation procedures. Students must evacuate their building completely during the alarm. It is state law to exit the building anytime the alarm sounds. Failure to evacuate will result in disciplinary and possible legal action.

Records are kept on the number of times a smoke detector is activated in an apartment or residence hall room. When only one smoke detector sounds in an apartment or room it is known as a local alarm and will

transmit to Campus Police Headquarters. Residents will face administrative action and possible legal action for an excessive amount of local fire alarm activations due to negligence during a specific academic year.

In addition, students will be assessed a residence hall charge when the fire alarm for the entire residence hall is set off due to a falsely pulled fire alarm station or tampering. For each false alarm set off maliciously, all residents of the hall will share the \$500.00 charge unless the person or persons responsible is identified. Alarm activation due to negligent behavior (unattended cooking, etc.) may result in a fine of \$25.00 and disciplinary action. Damage to smoke detectors or fire safety equipment will be charged to individual residents in an apartment/room, or as common area damage. Those individuals found responsible are subject to disciplinary and/or legal action.

FIRE EXTINGUISHERS

Fire extinguishers are provided in all residence hall common areas and community kitchens. They are located adjacent to each elevator access and on each floor in the stairwells. Firefighting equipment is essential to the safety of every person in the residence halls. Your cooperation is expected in respecting this equipment and reporting deficiencies. Anyone found tampering with the equipment is subject to both disciplinary and/or legal action. ***Campus policy is for all students to evacuate the building upon fire alarm activation.***

FIRE SAFETY GUIDELINES

Fire safety should be practiced at all times by exercising prudent judgment and following fire safety guidelines established for the residence halls. Failure to comply with any of the established fire and safety guidelines is a violation of policies and procedures and will result in disciplinary and/or legal action and loss of housing.

- Do not decorate common areas with hanging or other items (including holiday decorations), or provide any manner which would contribute to the spreading of fire, including not hanging or attaching anything to, or on, any lamp or light fixture.
- Do not permit anything that damages, misuses, or otherwise interferes with the ready and proper operation of any fire safety equipment or signs. This includes, but is not limited to: sprinklers, detectors, extinguishers, notifiers, pull stations, exit signs or similar.
- Do not prop open or otherwise interfere with the proper operation, or intended smoke and heat barrier purposes of fire doors (typically corridor and stairwell doors), nor block or otherwise obstruct hallways or building exits.
- Do not cover or decorate ***more than*** 10% of any wall in each bedroom or living area as a fire safety precaution.
- Do not tamper or pull the fire alarm in a false manner. Individual(s) found responsible for pulling false fire alarms will be charged \$500.00 and will face both disciplinary and legal action. In the event that no one takes responsibility, the charge will be shared among all of the building residents as per the Common Area Billing Policy.
- Do not leave the bathroom door open while showering as the steam may activate the alarm system.
- Do not leave food cooking unattended in room microwave units or community kitchen areas. Students found in violation will be fined \$50.00 and face additional disciplinary action including

release from the housing contract. Residents also face fines and restitution as well as disciplinary action in the event there is damage caused by excessive smoke or fire.

Please note: Failure to evacuate during a fire alarm may result in the termination of the Housing Contract.

Resident Rooms

- Do not use a steam iron near smoke detectors in the apartment/room.
- Do not spray aerosol cans near smoke detectors.
- Do not cover or decorate **more than** 10% of any wall in each bedroom or living area as a fire safety precaution.
- Never leave food in microwaves unattended when cooking.
- Any equipment or electrical appliances brought to the residence halls must be in proper working condition at all times and must be UL approved.
- Do not overload any electrical outlets. “Octopus” outlets and similar devices are prohibited. Extension cords are not permitted. Power strips with surge protection/circuit breakers are permitted.
- Do not obstruct or tamper with any fire sprinkler heads, smoke detectors, room doors, or windows.
- **Do not attach, hang, or store anything on or from sprinkler heads or on or from sprinklers or other pipes.**
- **Do not block sprinkler heads with storage items on wardrobes. Sprinkler heads must have a clearance of 18”.**
- Do not decorate ceilings by hanging items (including holiday decorations) or provide any manner which would contribute to the spreading of fire, including hanging or attaching anything to, or on, any lamp or fixture.
- Do not use, possess or store open flame devices including candles, fuels, fireworks, incense, flammable chemicals or similar as such items will be confiscated.
- Use only those appliances that are permitted by the Office of Residential Student Services. Open coil appliances, toaster/broiler ovens, hot plates, halogen lamps, etc., are not permitted.
- Use only light bulbs that are sixty (60) watts or less in hallways and/or kitchen areas.
- Smoking is not permitted in any building and if outside you must remain 25 feet from the residence hall.
- Please review ***The Guide –A look at campus life and public safety at Kean University***, for additional safety information. The Guide can be located at <http://www.kean.edu/KU/Campus-Police>.
- Please review our ***Emergency Management Quick Reference Guide*** which includes the universities emergency action plan for all students' faculty and staff at <http://www.kean.edu/KU/Campus-Police>.

FLOOR MEETINGS

Monthly community floor meetings are scheduled by the Resident Assistant to promote interaction and respect among the residents. Residents should notify their Resident Assistant if they are unable to attend. Important University and Housing information will be disseminated. These socials are essential to the Office of Residential Student Services' efforts to develop a community and residents are strongly encouraged to attend as valuable information is presented.

GAME ROOMS

The residence hall game rooms provide recreational environments designed to enhance the interactions between students from different academic disciplines, cultural and social economic backgrounds and experiences. Residents and their guests are permitted to use the equipment and are expected to follow the game room policies as posted.

GRADE POINT AVERAGE REQUIREMENT

Residents must remain in good academic standing while residing in the residence halls. Residents are expected to maintain the University's required Grade Point Average based on the Resident's academic program. If a Resident falls below that minimum, his/her Residence Hall Contract may be terminated or suspended. The University reserves the right to review academic records, academic standing and require academic support programs in compliance with University Policy. If the Resident does not show academic progress, he/she may have his/her housing contract terminated or suspended.

The Office of Residential Student Services has implemented an outreach and tutoring programs known as ACCESS and ACCESS to assist students by offering university resources and information. Students with a GPA lower than 2.0 will be referred to ACCESS.

GUESTS

Guests are permitted in the residence halls on a limited basis. It is expected that residents will consult with, and be considerate of, their roommate and apartment mate when inviting guests to their living space. Overnight guests will be limited to selected week and weekend nights unless special permission is obtained from the Residence Hall Director. See "Overnight Guest Policy" for more information. Resident students abusing this policy will be referred to the Residence Hall Director and/or the Office of Residential Student Services. Residents are responsible for informing their guests of the Residential Student Services community standards and procedures. Residents are responsible for their guest's behavior and will be held accountable for violations committed by their guests.

INVENTORY FORMS

The condition of each room is recorded before each student moved into a room. When a student moves out of the room, the move out condition will be recorded. If any parts of the room have been damaged the student will be charged accordingly.

LIVING LEARNING COMMUNITIES

There are four living learning communities that are housed in the New Freshmen Residence Hall.

The **Women Engaged in Leadership and Learning (WELL) Community** is an all-female community located on the fourth floor. The programs will focus on the preservation, expansion, and transmission of knowledge about women and gender. The students will actively assist the Resident Assistant in programming by giving suggestions about what they would like to learn about. The members of the community will work with faculty and staff members to create a building wide awareness program during the spring semester.

The **G.R.E.E.N. Living Community** is a theme based program on the sixth floor. It is for students that have an interest in sustainability and healthy living. Kean University has a Blue goes Green campaign in which the university is trying to become more eco friendly. The programs on this floor will tie into this theme. The students will actively assist the RA in programming by giving suggestions to what they want to do. Members on this floor will assist in a campus wide program. Kean University had a week long of events called Earth Week. The students on the G.R.E.E.N. floor would be the freshmen voice that helps plan the program.

The **S.I.M.S Living Learning Community** is a program geared toward assisting students that are planning on majoring in any type of math, science, or technology program on the sixth floor. The Resident Assistant on the floor will help initiate study groups and will be a liaison between students and staff members on campus. Residents on the floor will give the R.A. suggestions on what type of programs they would like to have on the floor. Most of the programs will be connected to math, science, or technology.

The Leadership Community is a theme based program on the sixth floor. The Resident Assistant on the floor will help initiate leadership opportunities. The students will actively assist the RA in programming by giving suggestions to what they want to do. This community will also work closely with the Center of Leadership and Service.

LEARNING SPACES

Throughout the residence halls, students can take advantage of “learning spaces” equipped with lounge furniture and electrical outlets for laptop connectivity. Residents can read a book or connect wirelessly on their laptops in these areas.

LOUNGES IN RESIDENCE HALLS

Lounges are available in various areas of the residence halls. The first floor lounges in Whiteman Hall, the New Freshmen Residence Hall, and the New Upperclassmen Residence Hall may be reserved for special events/programs through the Office of Residential Student Services. Usage and modified hours are determined by the staff of the Office of Residential Student Services.

MEAL PLAN/DINING SERVICES

All students residing in the residence halls are required to purchase a meal plan. The University provides several different eating facilities on campus including two main dining halls located in the New Upperclassmen Residence Hall and the University Center. The Cougar’s Den offers table service during designated times. Students may use their meal cards Cougar Dollars at all Dining Services locations.

Winter Session and Spring Break

The University Cafeteria will be open during the winter session and spring recess for the University community. Students residing on campus during the winter session and/or spring break must utilize Cougar Dollars or Flex Dollars to purchase meals. The current meal plan costs do not include meals for the week of winter session or the week of spring break.

The Office of Residential Student Services strives to work with Dining Services and the University Center staff to ensure food quality and service. If students have concerns, questions, or suggestions for Dining Services, they should share them with their Residence Hall Director. The Residence Hall Director will present that information to the proper personnel during their weekly meetings. Should you have an immediate concern, please contact the University Center Administration Office at (908) 737-5200 or x75200. Please review posted signs in the eating areas for the most up to date hours.

NEWSLETTERS/PUBLICATIONS

The Office of Residential Student Services publishes a monthly online newsletter to better acquaint residents with the University and the residence halls. Items relating to services, community standards and procedures, and programs are included. Enclosed display cases are also located on each floor and contain University and Residence Life information.

OVER-OCCUPIED HOUSING

The Office of Residential Student Services reserves the right to assign three resident students to a residence hall room in suite style or up to six students in the apartments if necessary. Students will be notified and every effort will be made to transfer overflow students to a new rooms as quickly as possible.

PERSONAL PROPERTY INSURANCE

This form of insurance is recommended for students living in any University-owned or approved housing. The annual cost fluctuates depending upon deductible levels for damages resulting from theft, fire, smoke, water, wind, storm, explosion, riot, vandalism, etc. Contact the Office of Residential Student Services at (908) 737-6800 or x76800 for further information.

PLEDGING

The Office of Residential Student Services strongly supports the Greek system. In an effort to provide a learning and living environment, overt actions of pledging are prohibited in the residence halls and on the surrounding walkways and quad areas. Excessive noise is prohibited and is subject to University and municipal disciplinary action. All incidents will be referred to the Center for Leadership and Service for any additional follow-up.

RESIDENTIAL ELIGIBILITY

Only full time students of Kean University are eligible to live in the residence halls. According to University policy, to be considered full time, an undergraduate student must carry a minimum of twelve (12) credits

per semester and a graduate student must carry a minimum of nine (9) credits per semester. If a student falls below the minimum their Residence Hall Contract may be terminated or suspended. Credit situations are reviewed on a case by case basis based upon current student status. Undergraduate student teachers who carry ten (10) credits per semester are an exception to this policy. During the summer, six credits are required during each summer session to be considered full time.

RESOLVING CONFLICT THROUGH MEDIATION

If you have roommate issues that seem irresolvable, there are mediators available to assist you with your dispute. Your Resident Assistant and Residence Hall Director are trained to assist you with your difficulties.

To begin the mediation process:

- Contact your Resident Assistant and request assistance.
- Be willing to clearly state your issues.
- Be willing to listen to the roommate's issues.
- The mediator will facilitate discussion.
- You will work to develop a mutually agreeable compromise.
- An agreement is designed to address all resolved issues.
- If the agreement is violated, disciplinary action may be taken.

Remember, you do not just HAVE a roommate, YOU ARE a roommate. Having a roommate may be a new experience for many residents, and you will need to learn to negotiate and open the lines of communication to have a successful relationship.

Discuss these issues with your roommate:

- Privacy needs.
- Hours you sleep.
- Television, stereo, computer use.
- Sharing of personal property.
- Storage of food items.
- Cooking needs.
- Guests in the room during the day and evening.
- Overnight guests.

ROOM ENTRY/SEARCH AND UNIVERSITY PRIVILEGES

A student's room is considered private, and the administration will not enter it without the resident's consent except in the case of an emergency, when there is a clear and present indication that a crime is being committed, when University or Office of Residential Student Services regulations are being violated, for move-in or move-out, or for routine preventative maintenance, scheduled inspection, or repairs.

A resident visitor/guest who has left personal belongings and/or property in a resident's apartment/room will not be permitted access to obtain such items unless that person is present.

ROOMMATE AGREEMENTS

In an effort to understand who you are now living with and set guidelines for the community in which you will live, each resident will be required to complete a roommate agreement with their roommate as well as their suite and apartment mates. You will need to schedule a meeting with your Resident Assistant to sit down and fill out the roommate agreement with your roommates and suitemates. By signing the agreement, residents agree to abide by the expectations set forth. All agreements will be submitted to the Resident Assistant by the date specified. If residents transfer to another room, a new agreement must be completed. Failure to adhere to this procedure may result in disciplinary action.

In some instances it may be necessary to add a supplemental agreement to the original agreement. This supplemental agreement is used when roommates are having difficulty living in the community and more specific guidelines need to be outlined. This supplemental agreement will be written under the supervision of the Residence Hall Director and will need to be signed by all parties.

All agreements will be kept in the Residence Hall Director's office and referenced if a conflict should arise.

ROOM CHANGES

Room changes are permitted following the second week of each semester and when announced. Any move from one room to another must be done through the Office of Residential Student Services. Students who move from one room to another without proper approval will be subject to disciplinary action. No roommate changes will be permitted after the assigned date without the permission of the Director of the Office of Residential Student Services or a designee.

ROOM CONSOLIDATION

The Office of Residential Student Services reserves the right to request students to relocate to another room or to consolidate rooms. When students do not have a roommate and there is a vacancy, they will be requested to consolidate with other students who have no roommate. In the rare instance that a consolidation does not occur, the student remaining may only occupy half of the room. The half space must always be available for occupancy or the student may be subject to disciplinary action.

ROOM DAMAGE

Resident students are responsible for any and all damages to any living space occupied which are not the results of normal usage. At the time of check-in, resident students need to carefully review the Apartment/Room Inventory form for complete accuracy. Apartment/room damages will be assessed utilizing this form as well as monthly room inspections. Once the residence facilities are completely closed at the end of the academic year, each apartment/room will be thoroughly inspected by a Residential Student Services administrator for any and all damages. Charges may be assessed for any clean-up necessary as well as any damages that have been incurred. Excessive damages may be addressed through disciplinary and/or legal action.

ROOM SELECTION PROCESS

Each year, during the spring semester, returning students participate in the Room Selection Process to reserve their room for the following academic year. This is typically done in late March or early April. Students should be mindful of the information concerning the Room Selection Process so that they may secure an assignment. Please note that all students must be registered for twelve (12) credits, complete all necessary paperwork, and pay a \$125.00 non-refundable Housing Application fee in order to be considered for a room/apartment for the following academic year.

SAFETY AND SECURITY

The safety of students in the residence halls is the first and most fundamental concern of the Office of Residential Student Services staff; it should be your first priority, too. Your individual actions can have a direct impact on your safety and security and that of each student who lives in the residence halls.

The Office of Residential Student Services and each resident are partners for the safety and security of the residence halls. Each individual resident has **PRIMARY RESPONSIBILITY** for his or her own safety and security. The University and the Office of Residential Student Services have taken steps that contribute toward maintaining a safer and more secure environment. Staff, equipment, and information resources are provided to encourage behavior that prevents dangerous situations and to assist if an emergency should occur. Despite these reasonable and good faith efforts; however, it is impossible to predict individual actions or guarantee that no unwanted acts or situations will ever occur. All the fire equipment in Union County cannot prevent a fire caused by a resident's carelessness with a cigarette, candle, or prohibited appliance. Nor can all the campus police at Kean prevent a theft when a resident has left the room door unlocked and a wallet on the dresser while he or she is away from the room. Remember, when one resident is careless, all residents may be exposed to the consequences of this carelessness!

General Safety and Security Procedures

Here are some personal safety and security suggestions:

- **LOCK YOUR DOOR EACH TIME YOU LEAVE YOUR ROOM. CARRY YOUR KEYS WITH YOU AT ALL TIMES.**
- Walk with friends or in a group.
- Walk in well-lighted and well-traveled areas.
- Constantly be aware of your surroundings.
- Know the location of emergency phones.
- Report suspicious persons or activity to campus police.
- Keep your room door locked.
- Carry your keys and Kean University ID with you at all times.
- Report damaged doors and locks to your community center or Resident Assistant immediately.
- Report "salespeople" or "solicitors" to your community center.
- Do not let your guests wander the building - they must be escorted at all times. Don't leave guests unattended in your room/apartment.
- Do not prop doors open.
- Do not use fire exit doors unless it is a fire/evacuation emergency- those who should be in the building should have keys or an access card.

- Remove valuables when you are away and during University closings.
- Keep your vehicle locked.
- Make sure personal property is covered by your own or your family's homeowner's or apartment dweller's insurance policy.

The University is not responsible for loss of or damage to personal property; therefore, individual students are advised to purchase personal property insurance. Contact the Office of Residential Student Services for more information. All students are furnished a key to their apartment. **Each individual is responsible for locking his or her door.**

Students must enter and exit the building through the front doors only. Side exits are for emergency use only and are wired into the fire alarm system. These doors are locked for your protection.

SECURITY CAMERAS

Each building is equipped with security cameras. The cameras are utilized to ensure the safety of the resident students. The cameras are monitored by the Office of Residential Student Services, Campus Police, and Computer Services. Video from the camera system can and will be used during the disciplinary process where applicable.

SPRINKLERS

What you need to know:

- When activated, each sprinkler head produces sixty (60) gallons of water per minute and 3600 gallons per hour.
- If a sprinkler head is activated the fire alarms will sound.
- If you "accidentally" or intentionally activate the sprinkler head in a non-fire emergency, you will be responsible for all damages it causes to University and personal property and may face disciplinary and/or legal action.
- If one sprinkler head is activated, they all do not activate.
- Sprinklers are in all living spaces with the exception of the bathrooms.
- Sprinklers do not excuse you from evacuating during a fire alarm.
- Never hang items from sprinkler heads or connecting pipes.

KEY CARD

Residents are required to complete a key card and to provide their signature as verification of receiving and returning keys and other important residence life information. Additionally, any charges incurred during their residency are itemized and billed on this card.

STUDY ABROAD PROCEDURES

Students accepted for a Study Abroad program must contact the Office of Residential Student Services immediately to make arrangements for housing for the returning semester.

STUDY ROOMS

Study rooms are located in the new residence halls for resident use or programming purposes. Residents are encouraged to utilize this spaces for quiet study time or study groups. The Residence Life staff will utilize this space during scheduled times for programming purposes.

TERMINATING THE RESIDENCE HALL CONTRACT

Residents wishing to cancel their contract once it has been issued must notify the Office of Residential Student Services in writing prior to the specified deadline outlined in the Residence Hall Contract. During the academic year, if a resident requests to terminate the agreement, a refund will be made on a percentage basis for the remainder of the academic term pursuant to the chart listed below:

Refund Policy

- **Date of Cancellation Refund - Amount**
- Prior to the semester deadline date - 100%
- After the semester deadline date AND the first week of classes - 90%
- During the second week of classes - 80%
- During the third week of classes - 70%
- During the fourth week of classes - 60%
- During the fifth week of classes - 50%
- During the sixth week of classes - 40%
- During the seventh week of classes - 30%
- During the eighth week of classes - 20%
- During the ninth week of classes - 10%
- During the tenth week of classes - 0%

Residents who request a contract termination with six weeks or less remaining in the semester will not be issued a refund. Residents may not receive a refund should their contract be terminated by the University for disciplinary reasons (see the disciplinary section for more information). Please see your Residence Hall Contract for more information.

1. After filing a Petition to Break Contract form, you must schedule a move-out appointment with your Residence Hall Director in your building's community center within twenty-four (24) hours of submission of the form. Failure to schedule this appointment will result in a \$75.00 improper check out fee.

2. Upon move-out, your apartment will be inspected, and you must sign your Key card, and return your keys within twenty-four (24) hours of notifying the main office.
3. The refund amount will be determined by your actual move/sign-out date, when your keys are returned on your signed Summary of Charges card and Room Inventory form. A refund will be made on a proportionate basis for the remainder of the academic term.

FACILITIES AND SERVICES

ACCESS

ACCESS is a mandatory Residence Life Program designed to assist residents that are not meeting the 2.0 requirements or are not showing the academic progress needed in order to remain in good academic standing in the University. The goals and objectives of the ACCESS Program are to assist students to perform better academically while residing in the University; Educate Students about the academic assistance that Kean University Provides; Gather information about the students needs; and Track Student Progress. The program also addresses the academic and educational concerns of students residing on campus. Access services students through tutorial support and by mentoring on a national and international basis. The program also refers students to various departments for further support and maintain a system of following up students through Kean Google, phone, and office support.

AIR COOLING/AIR CONDITIONING

The apartments are equipped with an air cooling system. The system runs from mid-April to mid-October. The system produces cooler air flow through the apartments. All windows should be closed in order for the system to operate properly. Should a problem arise with the air cooling system in your apartment, please notify the community center in your residence hall.

The New Freshmen Residence Hall and the New Upperclassmen Residence Hall have room controlled cooling and heating. Each room is equipped with a thermostat in which the residents of the room can set.

Whiteman and Dougall Halls have no air cooling or air conditioning systems.

APARTMENTS FOR THE PHYSICALLY CHALLENGED AND HEARING IMPAIRED

Bartlett Hall is equipped with several apartments designed specifically for the physically challenged and/or hearing impaired. The rooms in the New Freshmen Residence Hall and the New Upperclassmen Residence Hall are handicap adaptable. If you should require any of these particular accommodations, contact the Office of Residential Student Services immediately.

AUTOMOBILES

Parking decals are available from the Office of Student Accounting, which is located on the third floor of the Administration Building. Parking decals must be displayed properly to avoid possible tickets and/or towing. Students may park in the white lined spaces only. Freshmen are not permitted to keep vehicles on campus. Students are encouraged to utilize the Residential Student Services shuttle service for off-campus services. Be advised that from 3:00 a.m. to 6:00 a.m. weekly, parking in campus lots will not be permitted except for the section of the Vaughn-Eames parking lot near North Avenue (behind the colored barrier). Signs have been posted to inform as necessary. **Also be advised that students are not permitted to park in the Downs Hall and Dougall Hall parking lots. Unauthorized vehicles will receive tickets accordingly.**

CABLE TELEVISION

All apartments have a single outlet in the living room and bedrooms, and all traditional styled rooms have two outlets for cable television. The system provides for over 100 channels of basic programming, premium channels, HD channels, and Kean University channels. The cost associated with this service is included in the overall housing charge. Cable television problems should be reported to your residence hall's community center staff. Please make sure that it is not your television or tape/disc player that is malfunctioning. You must provide your own cable wire for proper service.

It is illegal to tamper with or splice the cable wiring and/or outlets (from one room/apartment to another or within the same room/apartment). Anyone found in violation of this will be held accountable for any damages and will be charged by the cable company in addition to sanctions from the Office of Residential Student Services.

CAMPUS ALERT

To learn more about the Campus Alert system, please [click here](#).

COMPUTER LABS/INTERNET

The Dougall Hall and New Residence Hall computer labs are equipped with state of the art I-Macs, PCs, and two high-speed, laser jet printers. The World Wide Web research is available in both computer labs.

The Dougall Computer lab is open 24-hours a day, seven (7) days a week. The New Upperclass Residence Hall Computer Lab is open throughout the week during regular scheduled posted hours.

Kean University offers a login-based network access system which will allow students and staff to gain access to local resources as well as the Internet. Such resources and uses of the Kean University Residence Hall Network are privileges and must be exercised in conformity with all Kean University policies and procedures, and all applicable federal and state laws. Failure to abide by these policies can result in suspension of network privileges and referral of the matter to the appropriate disciplinary process.

All apartments have two outlets in the bedrooms, and all traditional styled rooms have two outlets for Internet access. Students must provide personal computer equipment with Ethernet card and Cat 5 or Cat 6 wire or wireless cord in order to gain access into the Kean University network. In order to log on you must use your Cougar E-Mail System's username and password. If you don't know your username and password, please call (908) 737-6000. **NOTE: Those students with game consoles (XBOX, Playstation, and Wii) MUST register them (with console's MAC address) with the Office of Computer Services in order for those consoles to have Internet access.**

It is illegal to tamper with or splice the wiring and/or outlets (from one room/apartment to another or within the same room/apartment). Anyone found in violation of this will be held accountable for any damages and will be charged by the cable company in addition to sanctions from the Office of Residential Student Services/Office of Community Standards and Student Conduct.

How to Connect to the Internet

Make sure that you are connected to a data port not a voice port. Check that your network wire is both connected in the data port and your pc. Try to connect to the internet.

If you are using Windows 2000 or XP do the following:

1. While in Internet Explorer or Mozilla Firefox go to the "Tool" tab in your internet browser and go to "internet options".
2. In the internet options screen press the tab that reads "connections".
3. Make sure that under the "dial up and virtual private network setting" you have selected (never dial a connection).
4. Under the "Local Area Network (LAN) settings" press LAN setting and make sure that only the "Automatically Detect Settings" box is marked.

Students using Windows Vista must do the following:

1. If you are not able to connect to the internet, the following screen will appear and click Diagnose Connection Problems.
2. Once your computer finishes diagnosing your computer it will ask you to either plug your cable into the network adapter or view available wireless networks. (wireless is available in all buildings, your computer must have a wireless card in order for you to connect to the wireless network.)
3. If you are connecting via a wireless network you must choose kuair Unsecure network in order to connect to the University's network. If you still do not connect, refresh the address bar.
4. Vista sees the connection to the University as a problem with the website's security certificate. The user (the student) must click the "Continue to this website (not recommended)" link in order to connect to the network.

Once Windows 2000, XP or Vista is connecting to the network it will prompt you to the login page where you must use your Cougar E-mail System's username and password. If you do not know your username and password please call computer services at 908-737-6000 where you will be asked to confirm your Kean ID# or SS#.

Note that if you would like to connect a game consoles (XBOX, Playstation, GameCube or Wii) you must register them with Computer Services so that those consoles have internet access. You will need to provide your game console's MAC Address.

If you are not able to connect to the internet with the steps above go to the "start" tab on the bottom left side of your window and go to the "Run" tab. In the "Run" screen type cmd and press enter. In windows Vista you will need to type cmd on the search section.

1. Once you type cmd the run screen will take you to a DOS screen where you must type ipconfig.
2. If you are connecting with the university's network your DNS suffix would say kean.edu and your IP address would start with 131.125
3. If you are not getting the above information you must type ipconfig/release (this will release any old IP addresses in your PC).
4. Once your old IP addresses have been released you must type ipconfig/renew (this will renew Kean University's IP address. Your DNS suffix would read kean.edu and your IP address will start with 131.125, this means you are connecting to the network. Try connecting again via your web browser with the information above.

If you are still not able to connect to the internet please write a work order for internet at your community center or stop by the Office of Residential Student Services located in Whiteman Hall.

COMPUTER RELATED ACCEPTABLE USE POLICY

To view the Computer Related Acceptable Use Policy, please [click here](#).

ELEVATORS

The apartment residence halls are equipped with two elevators. Whiteman and Dougall Halls are not equipped with elevators. Any tampering with elevator equipment, emergency bells, or shut-off switches will be considered a serious violation of the Residence Hall Contract. Anyone found responsible for these offenses will face severe disciplinary action. Please report any problems to the main office at (908) 737-6800 or x76800 immediately.

Keys, Cougar ID cards, cell phones, wallets, and/or other personal belongings that fall into the elevator shafts will not be retrieved. In emergency cases, the cost to retrieve these items will be charged to the owner of the items(s).

EXTERMINATION

The Office of Residential Student Services provides monthly exterminations in common areas of every building. Special requests for individual rooms with extermination concerns must be placed on a work order with the specific location of the problem and submitted to the community center. There is no charge for

“special extermination requests.” Residents are encouraged to remove all cardboard boxes, remove trash on a daily basis, and clean dishes regularly in order to avoid bugs in the rooms/apartments.

GARBAGE/RECYCLING

In each of the buildings, trash rooms are located on each floor. It is the responsibility of each student to empty trash daily. It is a good idea to use plastic liners for trash. Under no circumstances should any flammable items be deposited in the compactor chute located in the quad building trash rooms. It is not an incinerator! The compactor cannot accommodate wood, cinder blocks, bricks or heavy cardboard. Failure to cooperate may result in a common area billing charge.

Kean University and the Office of Residential Student Services comply with the state’s recycling regulations for New Jersey’s institutions of higher education. As a result, recycling is required in all administrative and academic buildings, food service locations and residence halls.

All residents will be required to participate in the recycling program within the residence halls. The initial focus of the campus-wide Recycling Program will include regular, every day recyclable consumer items:

- aluminum cans
- glass bottles
- plastic containers
- paper cardboard
- toner cartridges (collection container located in community center)

HALL COUNCIL

Hall Council serves as the umbrella organization for The Office of Residential Student Services student volunteers within each residence hall community at Kean, which provides programmatic and community service opportunities for the 2,000+ residents on campus, as well as the KEAN community at large.

Hall Council members serve as liaisons and advocates for their residential peers and was established to:

- To foster community within and across residence halls at KEAN
- To enhance the residential experience at KEAN
- To provide students with leadership development opportunities
- To advocate on behalf of residents to the KEAN administration
- To create meaningful programmatic opportunities for students to connect with one another
- To instill a sense of pride in the residential community

All residence hall students are eligible to become a member of the Hall Council for the Residence Hall in which they live. To be on a Hall Council Executive Board, residents must adhere to a certain criteria. Information about how to run for a particular position will be available and posted on the monitors in each residence hall.

HOUSEKEEPING/INSPECTIONS

The residence halls do not include maid service for individual rooms. While basic cleaning of corridors, laundry rooms, common areas, and elevators is provided by the University throughout the school year, it is the responsibility of every resident to cooperate in keeping the residence halls clean and attractive at all times. While classes are out of session each summer, the rooms are professionally cleaned by an outside contractor.

The mandatory monthly apartment/room inspection is established by the Office of Residential Student Services for the purpose of maintaining a living area that is clean, healthy and safe. Staff of each building will schedule and conduct monthly inspections. All inspections will be pre-announced and each resident will be required to sign-up on the "Inspection Responsibility Sheet" to clean a designated area. If a room is not filled to capacity, the residents of the room or apartment are responsible for cleaning all areas. A Room Inspection sheet will assist in determining resident responsibility for cleaning areas of the room/apartment.

Any apartment/room that fails inspection will be re-inspected on the following day by the Resident Assistant. Failure to comply will result in the following sanctions:

First failure: Verbal Warning

Re-inspection failure: Written Warning, \$25.00 fine per violator, Educational Class

Additional Failures can result in the termination of the Residence Life contract

The same disciplinary process will apply to consecutive monthly inspections as well.

KEAN UNIVERSITY COUGAR ID CARD

The Kean University Cougar ID card permits you access into the residence halls and your meal plan. Should you lose your Kean University Cougar ID card a replacement fee of \$15.00 will be charged. It is an expectation of all resident students to utilize their Cougar Identification card in order to gain proper access to all residential facilities. Should students be in violation of this policy or found to be abusing these privileges, disciplinary action may result.

Complications that have arisen from a lost, stolen, misplaced or damaged card may be rectified in the Office of Residential Student Services. Please speak with someone in the Office of Residential Student Services concerning any of the aforementioned issues and subsequent payment.

LINEN AND LAUNDRY SERVICE

The University does not provide linen, laundry, or dry cleaning services. Residents may use the dry cleaning and laundry services of any establishment surrounding the campus area. However, commercial establishments are not permitted in the apartment complexes for pick-up or delivery.

MAIL SERVICES

Mail is delivered by the United States Postal Service to the University Materials Services Office five (5) days a week during the academic year and four (4) days a week during summer sessions. Mail is distributed to the residence halls before 5:00 p.m. each day. Students do not receive mail on Saturdays, Sundays or holidays. Please note that because of processing within the University, overnight packages may require more time to receive. A student's mailing address should read:

Name

Building Name, Apartment/Room Number, Bedroom A or B

Kean University

1000 Morris Avenue

Union, NJ 07083

Each student receives a key to a mailbox. A student's mailbox is located on the first floor of the building s/he resides in. Packages that are too large for the mailbox can be picked up at the Office of Residential Student Services. A student will receive an email at their Kean Google account informing him/her that there is a package that is waiting to be picked up.

Students are responsible for notification of address changes. Any registered mail or packages will be delivered to the Office of Residential Student Services and students, upon proof of identification and presentation of the package slip from the Office of Residential Student Services, may obtain those items. **Do not send cash through the mail.** Should a student receive another student's mail, he or she should return it to the building's community center staff. Bulk mail will not be forwarded.

MAINTENANCE WORK REQUESTS

When furnishings or fixtures in the residential area are in need of repair, it is the resident's responsibility to complete a work request online through the Residential Student Services website, in the community center or through the Resident Assistant on Duty. Please be as specific as possible when citing a repair. Residents who do not request maintenance repairs may be held responsible for damages. Emergency maintenance repairs such as broken locks, windows, or a problem that, if left unattended, will create a significant health and/or safety problem, or one that may cause significant loss or damage to property, should be reported immediately to the Resident Assistant or Residence Hall Director.

PUBLIC TRANSPORTATION

There are various forms of transportation close to the University for your use. Students should contact the University Center Information Desk at extension 75222 for schedules. The station at Elizabeth is located two miles from campus by bus or taxi.

Trains:

- NJ Transit 1 - (800) 772-2287 www.njtransit.com
- Amtrak 1 - (800) 872-7245 www.amtrak.com

Union Train Station: Raritan Valley Line (see Kean Website for schedule).

SCREENING ROOM

A 50-seat screening room is available in the New Upperclass Residence Hall for programming purposes. The Residential Student Services staff will schedule regular showings of movies and televised events. Residents should check with their RA's for additional information.

SCREENS

Special tamper-proof screens have been installed in each residence hall room. Screens cannot be and must not be removed from the windows. During inspections, if a screen is found damaged, the student or students responsible will be assessed a damage charge. In addition, students found responsible for violating this policy will be placed on Residential Student Services probation for intentionally defacing University property. In the event that no one student of the room or apartment is willing to accept responsibility, all residents will share in the replacement costs and possible disciplinary action. Continued damage to screens in an individual room or apartment may result in termination of the Residence Hall Contract.

SHUTTLE SERVICE

A 20 passenger shuttle service is in operation for the Office of Residential Student Services. This free service is available for resident students only and a Kean University Cougar ID card is required in order to board the shuttle. A special lift accommodates passengers in wheelchairs. The shuttle does not operate when the University is closed, during inclement weather, or during special assignments. An updated operating schedule will be available each semester. The shuttle frequents local food establishments and shopping centers, department stores, and train stations. Special weekend trips may be planned through the Office of Residential Student Services.

The Office of Residential Student Services reserves the right to modify the shuttle service for special programs or on-going activities. Students will be informed accordingly.

TELEPHONE SYSTEM

The residence halls are provided with a telephone system. Students can make room-to-room calls by dialing the final five digits of the telephone number. Standard features include voice mail and caller id. The majority

of costs associated with this service are included in the overall rental charge. Please see the Website for more information about setting up your voicemail.

Residents are encouraged to purchase a calling card for long distance service. Calling cards can be purchased at local stores or the University Bookstore.

When experiencing telephone difficulties, follow the procedures listed below prior to contacting the building's community center staff:

1. Disconnect all phones, answering machines, etc. from each phone jack.
2. Wait approximately five minutes.
3. Reconnect each piece of equipment, one at a time, into the phone jack to determine whether any equipment is faulty. If a piece of equipment appears to be faulty, it is the resident's responsibility to make the necessary replacement.
4. If a busy signal is heard, then the problem may be with the phone line. Contact the hall's community center staff for verification and assistance.

If the phone problem is the result of damage caused by the resident, a fine will be assessed.

CAMPUS COMMUNITY

OFFICE OF COMMUNITY STANDARDS AND STUDENT CONDUCT

The Office of Community Standards and Student Conduct oversees the University disciplinary process for all Kean University students. The Office is located on the third floor of the University Center, room 340, telephone number 908-737-5240 and has office hours are Monday through Friday 8:30 a.m. – 4:30 p.m. or by appointment.

ONE STOP SERVICE/OFFICE OF THE REGISTRAR

The One Stop Service Office provides a variety of high quality student services for admissions, advising, financial aid and scholarships, registration, and student accounts information. For further information, visit the One Stop Service Office located on the first floor of the Administration building or call (908) 737-3272. The office hours are Monday through Thursday 8:00am -6:00p.m, Friday 8:00 a.m. – 5:00 p.m. and Saturdays in the fall from 9:00am-1:00p.m.

MIRON STUDENT CENTER

The University Center provides a variety of services for the campus community. These services include the University Computer Lab, food service eateries (cafeteria, Cougar's Den, etc.), The Bookstore and The Market to name a few. Hours of operations for the various services are posted in the residence hall community centers and bulletin boards. The front desk phone number is (908) 737-5222.

CAMPUS MINISTRY OFFICE

Religious services and special events are listed in University periodicals and publications available at the office. Interested students and staff may contact the chaplains by calling the office number at (908) 737-4835 or stopping by the office located in Downs Hall, room 130. Campus ministers are available to speak with any student or staff member regardless of religious affiliation.

COUNSELING AND WELLNESS CENTER

The Counseling Center functions as a ready resource to students for individual counseling and guidance, group therapy, and psychological and vocational testing. The Center is open during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., so that a student, with or without an appointment, may discuss any matter of personal concern with a counseling psychologist. All discussions are confidential and no records are kept. Both individual and group sessions may be arranged by calling (908) 737-4850. The Center is located in Downs Hall room 127.

DEPARTMENT OF PUBLIC SAFETY/CAMPUS POLICE

The residence hall area is patrolled 24-hours a day, seven (7) days a week by campus police. Campus police officers are fully trained and certified as mandated by New Jersey State Law and the New Jersey Police Training Commission. They have the same full police authority as other police officers in the state. These officers are present to protect and serve and will respond to any call for assistance. The Department of Public Safety/Police headquarters and dispatch center is located in Downs Hall. The phone number is (908) 737- 4800 or extension 74800.

Emergency telephones are located throughout the campus grounds and are identified by their tall, blue, cylindrical shape and flashing lights. These telephones provide you with immediate contact with the Department of Public Safety/Police.

OUTTAKES CONVENIECE STORE

For your convenience, a campus convenience store (the Market Place) is located in the University Center, providing an assortment of sundry items and necessities. Scheduled hours will be posted in the residence halls and available online at

<http://www.gourmetdiningllc.com/campus/kean/index.php>. Your Cougar Dollars and Flex Plan may be used in the Market Place for your purchases.

LIBRARY SERVICES

The Nancy Thompson Library is open to all Kean University students. The hours of operation during the spring and fall semesters are as follows:

- Monday - Thursday 8:00 a.m. - 2:00 a.m.
- Friday 8:00 a.m. - 5:00 p.m.
- Saturday 9:00 a.m. - 5:00 p.m.
- Sunday 1:00 p.m. - 10:00 p.m.

Check with either library at (908) 737-4600 for hours during semester breaks and summer sessions. The libraries are closed during regularly scheduled holidays.

HEALTH SERVICES

The Health Services Office is located in Downs Hall and the telephone number is (908) 737-4880. The staff is available to students Monday through Friday from 9:00 a.m. to 5:00 p.m. and Wednesday from 9:00 a.m. to 7:00 p.m. The physician is available by appointment only. Gynecological services are offered by appointment as well. Office hours are subject to change.

Any illness, accident, or injury must be reported immediately to the Resident Assistant, Residence Hall Director and/or campus police officers. Students sent to the hospital may arrange return transportation to their residence hall through Health Services or campus police.

All resident students are required to purchase the health insurance program offered by the University, or show proof of equivalent personal health insurance coverage. Any resident without insurance will be ineligible for housing. Students must contact the Health Center for information regarding the University's health insurance plan.

Effective September 1, 2004 New Jersey State law mandates that all new residential students in university sponsored housing must provide proof of meningitis vaccine on or before check- in. Students may contact the Health Services Office at (908) 737-4880 or x74880.

UNIVERSITY TELEPHONE NUMBERS

Bookstore 75230

Campus Police 74800

Center for Academic Success 74500

Center for Leadership and Service 75170

Office of Computer and Information Services 76000

Office Financial Aid 73190

Food Services 75760

Game Room 75208

Health Services 74880

Counseling Center 74850

Library 74600

One-Stop Service 73100

Photo ID Card Office 75157

President's Office 77000

Registrar 73290

Office of Residential Student Services 76800

Student Accounting 73240

Student Organization 75190

University Center Information Desk 75222/75200

Vice President for Student Affairs 77080

COMMUNITY WEBSITES

Township of Union Website - <http://www.uniontownship.com/index.html>

Union County Website - <http://www.ucnj.org/home.cfm>

Union, NJ Eateries - <http://www.restaurantica.com/nj/union/>



KEAN

February 23, 2022

Henry Zeigerson
Sent electronically to zeigersh@kean.edu

PERSONAL AND CONFIDENTIAL

Regarding Case Number: 2021087202

Dear Henry:

This letter serves as a follow up to the Community Standards Conference held on Thursday February 3, 2022. You have been charged with violating policies and/or procedures of the Office of Residential Student Services Handbook.

1. V:8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights.
2. V:41. Disorderly conduct – including conduct, which interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption.
3. V:42. Discrimination against any person on the basis of race, color, sex, national origin, ancestry, marital status, age, or sexual orientation, disability or liability for service in the armed forces, religion or political persuasion.

The incident occurred on Thursday, December 9, 2021. On this date, the following occurred:

Henry Zeigerson (Zeigerson) and Novalee Kramer (Kramer) were walking along Cougar Walk, heading towards Cougar Hall when they passed by a group of three students, Jason Gilman (Gilman), Kyle Adorno (Adorno), and Cameron DuPree Kemp (DuPree Kemp). After walking past them, someone from the group made a comment about how fast Zeigerson and Kramer were walking. Some words were exchanged between Zeigerson and the group of students.

Zeigerson and Kramer entered the Cougar Hall security area followed by Adorno, DuPree Kemp and Gilman. Zeigerson and Kramer swipe their ID's with the security guard and begin to walk into the building when Zeigerson turns around walks back into the security area and appears to say something to Adorno, who is now standing at the security window.

DuPree Kemp who is standing behind Adorno begins to exchange words with Zeigerson. DuPree Kemp approaches Zeigerson and puts the side of his head up to Ziegerson's face asking Zeigerson to repeat what he had just said. Zeigerson pushes DuPree Kemp away citing "personal space." This happens four times before DuPree Kemp begins to hit Zeigerson repeatedly. Zeigerson runs inside the building, the security guard comes out to separate everyone and keep them there until the Resident Assistant and Campus Police arrive.

According to your statement, you reported the following:

On the evening of December 9, 2021, I was walking back to my dorm with my girlfriend, Nova Lee, at approximately 11:40 PM. We walked past three male students whom neither of us knew along the Cougar Walk. I was surprised when the male students began to verbally harass us, as we walked by them. More specifically, they yelled at us, "fuck you"; "where are you running to"; "Cougar hall?; Yeah, they're going to Cougar Hall!". Then, at the time of the assault, the student who attacked me yelled, "I'll kill you," along with other similar, threatening language. At no point prior to walking by these students did Nova or I make any comments to them. Only after the threats and note of where we live, I asked them to "leave us alone" and only those three words. Again, we did not know them. These were unsolicited statements. After the students verbally accosted us and continued their threats, we walked toward the security guard with our IDs. I then turned around, as I was startled. The students continued to harass us. As I turned back around to walk away and to get to the safety of the dorm caught between the guarded entryway's second set of doors, the student charged at me. The student physically bumped chest to chest to me and I moved my hands in between us as I stepped backward as to not let him further hurt me. Again, I was trying to escape. Before I could get away, he sucker-punched me in the face. He then continued punching me in the face numerous times. I was in shock. It happened so fast. I had no time to react beyond stepping backward, screaming for police and help. As a result of the student assaulting me, I received a serious concussion, which a medical doctor diagnosed. My face is severely swollen—in fact, my face is so severely damaged that the hospital is making me wait to get x-rays before they can determine the full extent of my injuries. My treating medical professionals believe that I likely have a broken nose. In addition, during the attack, I felt considerable physical pain from the blunt force of the blows to the head I encountered. I am still in considerable pain and will be undergoing further medical treatment. In addition, I am still emotionally distressed about what happened. I am in the middle of obtaining a mental health professional for potential PTSD. At no point during the attack, did the school security guard attempt to render assistance. This is curious, as I was pleading for help—the only thing I knew how to do in the moment. What is more, even though I was bruised and bloodied, no one from the school rendered first aid. It is my understanding that the school never called an ambulance; it

was the police who requested one. The police then arrested the other student into custody. I was told by the officer he was charged with assault for attacking me. I was further surprised when the dorm supervisor told me that they were throwing me out of the dorm. This was at 2:00 in the morning. A student just assaulted me and I had a concussion. Students and staff witnessed me take numerous shots to the head. My face was bruised considerably. Yet, the school was asking me to leave, with no place to go, after receiving a concussion. My mother does not live nearby and I do not have a car. Rather than taking me to a hospital, the school attempted to throw me out into the night. After I explained that was just attacked, they agreed to let me stay until 9:00 the following morning. By 9:00, I had to leave. Even though I am the victim of a crime, the school has denied me the ability to stay in my dorm. This is a considerable inconvenience to me. I now have to rely on my single mother, who lives an hour away, to drive me to campus for my finals. I am being punished, even though I am the victim. It is notable that on the night of the attack, it was the other student whom the police arrested; not me. Through speaking with my lawyers, based on information and belief, the student has committed the crime of assault. More to the point, I am the victim in this case. In no way did I contribute to the circumstances. I never provoked these students verbally or physically. I never tried to fight back. I was not drinking that night. I only tried to escape. To summarize, I am asking that the school find that I am not responsible for the infractions of (a) intentionally or recklessly causing physical harm, or immediate expectation of physical harm, or an assault or battery; or provoking or causing a fight; or (b) Disorderly conduct. In addition, I am asking that school find that I am not liable of any wrongdoing, that I am the victim, and that I be immediately allowed to return to my dorm. Lastly, I am asking that the school develop a safety plan for me.

Statements made during the Disciplinary Conference

- Zeigerson denies any wrongdoing in this case.
- Gilman, Adorno and DuPree Kemp threatened and chased Zeigerson and Kramer into Cougar Hall. The group threatened to kill Zeigerson and used the F word.
- Zeigerson and Kramer pleaded with the guard to let them into the building.
- “Leave me alone” and “get away from me” were the only words that Zeigerson said to them.

As a result of my investigation and the information shared at the hearing, I believe that you did not act responsibly in your actions on Thursday, December 9, 2021.

It was determined through documentary evidence that after safely entering Cougar Hall on the night in question, you went back out into the security area to confront Adorno, after he said to the security guard, “We have an asshole right here.” You confronted Adorno by saying, “Do you have a problem with me?”

Dupree-Kemp tells you to “keep walking” you respond, “shut the fuck up.” Dupree-Kemp appears to enter into your “personal space,” you pushed him away stating, “do not get close to

me.” It was determined that at this point you could have avoided additional conflict by re-entering the building and continuing to the open elevator where Kramer was waiting for you. Instead, you continued to push Dupree-Kemp an additional three times while walking towards DuPree-Kemp thus closing the gap/distance between the two of you. It is my determination this was a precipitating factor for the actions that followed.

Due to this, I have found the following with regards to the policy and/or procedures of the Residential Student Handbook:

1. V:8. Intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person including assault/battery, and intentionally or recklessly provoking and/or engaging in physical fights. Responsible
2. V:41. Disorderly conduct – including conduct, which interferes with the operation of the University, and/or conduct resulting from drug/narcotic usage and/or alcohol consumption. Responsible
3. V:42. Discrimination against any person on the basis of race, color, sex, national origin, ancestry, marital status, age, or sexual orientation, disability or liability for service in the armed forces, religion or political persuasion. Not Responsible

Your sanctions are as follows:

1. Residence Hall Contract Termination- Termination of your Housing Contract and Agreement effective 5:00 pm February 25, 2022, until July 31, 2022. Please schedule an appointment with your Residence Hall Director to complete the necessary paperwork, retrieve your items, and officially move out of your residence hall by February 25, 2022. You may reapply for housing beginning on August 1, 2022, by submitting your request in writing for a re-entry interview with the Director of the Office of Residential Student Services via the Central Office at the completion of your housing suspension.

Please note from February 25, 2022, until July 31, 2022, you will be prohibited from entering or visiting the residence facilities and/or the areas surrounding them including computer labs as well as the Resident Dining Hall. Please review the attached Letter of No Trespass.

2. No Contact Order - Effective immediately, you are not permitted to have any contact with Cameron DuPree-Kemp on the Kean University campus; such contact includes, but is not limited to, face-to-face contact, correspondence, social networking communities, telephone, and/or e-mail. In addition, your friends and relatives are also not permitted to have any contact with Cameron DuPree-Kemp on your behalf. If you encounter them, you are to distance yourself from them in the situation as quickly as possible. Any violations of this notice will be considered violations of the Student Code of Conduct.

Please Note failure to complete all components of your sanction will result in you being found non-compliant and a hold will be placed on your Kean University account. This hold may prevent you from registering, accessing grades and/or transcripts, receiving your Kean University degree upon graduation, etc. Finally, please be advised that any further violations of Residential Student Services policies and/or procedures may affect your future status as a member of the residential community at Kean University.

Henry, your behavior was not conducive with the standards of community living in our residence facilities. Consequently, the sanctions imposed are consistent with the violations stated.

If you wish to request for an appeal of this decision, you may submit an online report here [Appeal Request Form](#). This must be done in two (2) business days after the receipt of this letter. Please note your request must follow the criteria outlined on the form.

Should you have any questions regarding this matter, you may contact conduct@kean.edu.

Sincerely,



Kerrin Lyles
Director, Miron Student Center

2021-2022 RESIDENTIAL STUDENT SERVICES' HOUSING CONTRACT

TERMS AND CONDITIONS

TERMS OF CONTRACT

Kean University, hereinafter called the 'University', shall provide the student, hereinafter called the 'Resident', with a residence hall space. Occupancy begins 1-2 days before classes begin as specified in the housing assignment letter and ends the day of the Resident's last final examination. Residents must move-in within 48 hours of opening day for each semester (or notify the Office of Residential Student Services, in writing, of any delays) or lose their housing. No exceptions or cancellation of this contract will be made without the Resident's notification in writing and prior approval of the Office of Residential Student Services.

THE RESIDENT'S BASIC RESPONSIBILITIES

- 1. Full-Time Student Status:** Only full -time matriculating students of Kean University are eligible to live in the residence halls. According to University policy, to be considered full -time status, a student must carry a minimum of twelve (12) credits as an undergraduate student and nine (9) credits as a graduate student, per semester. If the Resident falls below that minimum credit amount, his/her Housing Contract may be terminated or suspended. The Office of Residential Student Services reserves the right to review all academic credits.
- 2. Personal Information:** The Resident agrees to maintain and update all personal information the University requires including: home/mailing address, e-mail address, emergency contact telephone and e-mail address, home/cell telephone numbers and health insurance information with the Office of Residential Student Services and the Registrar's Office. The student is expected to use and check the Kean University assigned e-mail account regularly.
- 3. Contract Cancellation:** A Resident canceling this contract must notify the Office of Residential Student Services by completing the Housing Cancellation form located in the Managing Assignment & Changes section of the Housing Portal. In order to avoid a 10% cancellation fee, (of the housing rate assigned at the time of this contract) Residents must cancel the Housing Contract by June 11, 2021 for the fall 2021 semester and November 19, 2021 for the spring 2022 semester. If the student Resident cancels his/her Housing Contract during the academic year, the cancellation will not be processed until the Resident has officially moved out of his/her assigned residence hall space. Residents must remove all personal belongings, return keys and complete all move-out paperwork. If any of the above requirements are not followed, the University will deem that the Resident has not vacated the residence hall space and will continue to be charged for the space. If a Resident withdraws from the University, he/she must notify both the Admissions Office and the Office of Residential Student Services in writing. If a Resident is assigned a residence hall space after the cancellation deadlines stated above, he/she has three (3) business days to cancel this Housing Contract to avoid the cancellation fee. Any Resident who cancels this contract after the deadline will be charged according to the chart below:

<u>Date of Cancellation</u>	<u>Refund Amount</u>
Prior to the semester deadline date (see above)	100%
After the semester deadline date & up to 7 days after the official move-ins date	90%
Second week (day 8 through day 14)	80%
Third week (day 15 through day 21)	70%
Fourth week (day 22 through day 28)	60%
Fifth week (day 29 through day 35)	50%
Sixth week (day 36 through day 42)	40%
Seventh week (day 43 through day 49)	30%
Eighth week (day 50 through day 56)	20%
Ninth week (day 57 through day 63)	10%
Tenth week (day 63 through the end of semester)	0%

against the Resident in the University's sole discretion.

14. Compliance with Laws: The Resident agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

THE UNIVERSITY'S RIGHTS:

1. Room Assignments: The University reserves the right to consolidate residents in order to maximize the utilization of space. In addition, the University reserves the right to make room/apartment assignments and reassessments, for the benefit of the Resident or the University, or in the event of an emergency, which may result in triple occupancy rooms.

2. Academic Requirements: The University reserves the right to review Resident's academic records, academic standing and require Resident to participate in academic support programs in compliance with University Policy. If the Resident does not show academic progress, he/she may have his/her Housing Contract terminated or suspended.

3. Modification of Rules and Policies: The University reserves the right to introduce during the term of this contract reasonable rules, regulations, or policies necessary to provide for the welfare of the University community. The University also reserves the right, as a safety measure, to remove unsafe or illegal materials or equipment.

4. Remedies for Violations of Housing Policies: The University reserves the right to take appropriate action, including but not limited to fines, penalties, removal from the residence halls and/or immediate suspension or termination of the Housing Contract for conduct found to be in violation of this contract and/or the rules and regulations of the University. Should the University terminate the Housing Contract, the Resident shall vacate his/her residence hall space within 48 hours, unless special permission, in writing, has been obtained from an authorized official in the Office of Residential Student Services. Disciplinary files will be maintained in a confidential manner by the Office of Residential Student Services. Violations of housing policies are cumulative in nature and may be referred to the Office of Student Conduct or Campus Police, in the University's sole discretion.

5. Right to Access and Entry: The University reserves the right to enter a residence hall space for inspection for: health, safety and maintenance; damage to space or equipment; or to uphold University policy. Requests for residence hall space repairs constitutes consent for room entry.

6. Responsibility for Damage and Loss: Neither the University, the Office of Residential Student Services nor Provident Group-Kean Properties, LLC shall have any responsibility for theft, destruction, damage, or loss of property belonging to, or in custody of, the Resident, from any cause whatsoever, whether such damage or loss occurs anywhere in the residence halls or elsewhere on campus. As a result, Resident is strongly encouraged to carry his/her own personal property/renters insurance (check your parent/guardians' homeowner/renters insurance to see if your on-campus property is covered. If not, stop by the Office of Residential Student Services for an application from an independent, outside agency). Additionally, the University, the Office of Residential Student Services and Provident Group-Kean Properties, LLC shall not be liable for any failure of water supply, electric current, telephone and/or internet connection nor for any injury or damage to persons or property caused by natural disasters or by other residents or persons within the residence halls. The University shall not be liable for the presence of bugs, vermin or insects.

7. Kean Identification Card: The University and its personnel reserve the right to demand a Resident and guest to produce a University identification card or other form of identification to ascertain identity. Failure to produce the identification card will result in disciplinary action against the Resident.

8. No Waiver: The waiver or failure of the University to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

9. Contract Interpretation: The final interpretation of any contract provision is at the sole discretion of the University.

4. Financial Standing: The Resident is expected to be current with their tuition and housing bills by the due date established by the Office of Student Accounting. If a Resident fails to complete payment on time, his/her Housing Contract shall be terminated or suspended upon review by the Office of Residential Student Services.

5. Academic Standing: The Resident must remain in good academic standing while residing in the residence halls. The Resident is expected to maintain the University's required Grade Point Average of 2.0. If a Resident falls below that minimum, his/her Housing Contract shall be terminated or suspended upon review by the Office of Residential Student Services.

6. Meal Plan: The Resident is required to purchase a meal plan. Cancellation requests for the meal plan must be done in writing to the Office of Accessibility Services. A cancellation fee will be assessed based on the University's Meal Plan Cancellation Policy.

7. Health Insurance: The Resident must provide proof of his/her health insurance plan. The Resident must enter the insurance information on KeanWise. Residents shall not be permitted to move-in without completing this action. They must also have a copy of the front and back of their insurance card available upon request by Student Health Services.

8. Meningitis Vaccination: In accordance with New Jersey State Law (C.18A:62- 15.1) ALL students residing in University sponsored housing MUST have received the meningococcal meningitis ACWY vaccine within the last five (5) years and provide proof of vaccination prior to or at the time of room check-in.

9. Campus Alert: The Resident agrees to register and keep up to date the contact information in the campus alert system.

10. Adherence to Policies: The Resident agrees to become familiar with and abide by all rules, regulations, policies and procedures as outlined in the Residential Student Services Handbook, the Kean University Student Handbook, and the Student Code of Conduct. These policies and procedures are incorporated herein as if set forth at length. The Resident understands that the University may take appropriate action for conduct which is found by the University to be in violation of such rules, regulations, or policies and procedures as outlined above or for the health, safety and/or welfare of the entire residential community.

11. Compliance with Safety Policies and Procedures: The Resident shall comply with all University policies and procedures, including without limitation, the Prohibited Items/Dangerous Practices section in the Residential Student Services Handbook. Examples of prohibited items include but are not limited to possession or use of fireworks, dangerous chemicals, firearms or other weapons, use of extension cords (power strips/surge protectors are acceptable provided that they are UL approved) and appliances. SPACE HEATERS AND AIR CONDITIONERS ARE NOT PERMITTED.

12. Room Assignments: The Resident must live in the assigned residential hall space with the assigned roommate(s) and vacate and remove all personal property from the residence hall space when this contract is concluded or terminated. No room/roommate(s) changes may be made without prior approval from the Office of Residential Student Services. Any personal property remaining in the residence hall space after conclusion or termination of this contract will be removed and discarded by the University.

13. Damage Prevention/Alterations to Premises: Damage charges may be assessed against the Resident in the University's sole discretion regardless of whether the damage was committed directly by the Resident, or resulted as a failure of the Resident to prevent or report damages. Please note that Residents will be held responsible for damages committed by their guests. As an obligation of community living, common area (i.e. lounges, hallways, exterior grounds, etc.) damages are the responsibility of every resident in each residence hall and proportionate charges may be assessed against the Resident in the University's sole discretion. Any changes, alterations, or additions to the premises (i.e. painting walls, installing permanent carpet and/or floor tiles, etc.) are strictly prohibited and any cost incurred by the University to return the residence hall space to its prior condition shall be assessed



KEAN

Logged in as: Henry A Zeigerson

Student Account - Spring 2022 - Estimated Financial Aid

Description	Code	Comment	Awarded (\$)	Loan Fee (\$)	Currently Ineligible (\$)	Anticipated (\$)
Direct PLUS Loan	FDPL		\$8,694.00	\$367.00		\$8,327.00
Total Estimated Aid:						\$8,327.00

Student Account - Spring 2022 - Account Activity

Description	Code	Date	Charges	Credits/ Anticipated Credits
TUITION & FEES			\$6,297.50	--
ROOM & BOARD			\$15,979.29	\$8,210.21
FINANCIAL AID DISBURSED			--	\$5,333.25
PAYMENTS			--	\$339.79
Total Charges:				\$22,276.79
Total Credits/Anticipated Credits:				\$13,883.25
Term Balance:				\$8,393.54
Term Balance Including Estimated Aid:				\$66.54